

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Construction Contract: CC-3220-08/DMR – Seminole County Fire Training Tower**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank
Raymond**CONTACT:** Donna Raimondi, Ray
Hooper**EXT:** 7128,
7111**MOTION/RECOMMENDATION:**

Waive the procurement process for non-GSA services and Award CC-3220-08/DMR - Seminole County Fire Training Tower in the amount of \$1,018,799.00 to WHP Trainingtowers of Overland Park, Kansas, for all labor, material, equipment, transportation, coordination and incidentals necessary for supply, delivery and erection of a (5) five story tower for the Seminole County Fire Training Facility located at 201 Valentine Way, Longwood, Florida.

County-wide

Ray Hooper

BACKGROUND:

CC-3220-08/DMR will provide a turnkey operation for all labor, material, equipment, transportation, coordination and incidentals necessary for supply, delivery and erection of a (5) five story tower for the Seminole County Fire Training Facility located at 201 Valentine Way, Longwood, Florida. This tower will be used to train firefighters in the techniques of Search & Rescue and Multi Story firefighting.

Pursuant to Seminole County Purchasing Code Section 220.5, Waiver of Requirements, staff recommends a hybrid procurement to be in the best interest of the County, which will utilize the Government Source Agreement (GSA) # GS-07F-5448P and the County's General Conditions for construction for non-GSA services. There is a cost savings of \$72,590.00 to the County provided through GSA discounted pricing as shown on the attached price detail included as Exhibit A of the Agreement, and an additional \$41,076.60 additional savings through the elimination of sales tax. Also, the GSA pricing that is confirmed for this project does not reflect the recent 5% increase effective 7/01/08 for new GSA orders.

The completion time for this project is two hundred and forty (240) calendar days to Substantial Completion, and an additional thirty (30) calendar days to Final Completion, for a total agreement time of two hundred and seventy (270) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account line for the Fire Training Facility (010577.560650, CIP 00226101).

STAFF RECOMMENDATION:

Staff recommends that the Board waive the procurement process for non-GSA services, and Award CC-3220-08/DMR - Seminole County Fire Training Tower in the amount of \$1,018,799.00 to WHP Trainingtowers of Overland Park, Kansas, for all labor, material, equipment, transportation, coordination and incidentals necessary for supply, delivery and erection of a (5) five story tower for the Seminole County Fire Training Facility located at 201 Valentine Way, Longwood, Florida.

ATTACHMENTS:

1. Agreement CC-3220-08/DMR
2. Exclusion Information

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

**SEMINOLE COUNTY FIRE TRAINING TOWER CONSTRUCTION AGREEMENT
(CC-3220-08/DMR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **WHP TRAININGTOWERS**, duly authorized to conduct business
in the State of Florida, whose address is 9121 Bond, Overland Park,
Kansas 66214, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a
political subdivision of the State of Florida, whose address is
Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in
consideration of the mutual covenants hereinafter set forth, agree as
follows:

W I T N E S S E T H:

WHEREAS, the COUNTY is in need of a fire training tower; and

WHEREAS, the CONTRACTOR can provide to the COUNTY a fire training
tower at general services administration contract prices; and

WHEREAS, the COUNTY deems the project and projected savings to be
in the best interest of the citizens of Seminole County such that the
competition process and the Seminole County procurement code
requirements should be waived in this instance,

NOW, THEREFORE, in consideration of the mutual understandings and
covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. WORK. CONTRACTOR shall complete all Work as
specified or indicated in the Contract Documents, including the Scope
of Services (attached hereto as Exhibit A and all addenda thereto. The
Work is generally described as Seminole County Fire Training Tower
Construction.

SECTION 2. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred forty (240) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions attached hereto as Exhibit C. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 3. CONTRACT PRICE.


(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents the total sum of ONE MILLION EIGHTEEN THOUSAND SEVEN HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$1,018,799.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's total price all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work may involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which may require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's total price specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's total price considered and included all of  CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the work site.

SECTION 4. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 10 of the General Conditions, which are attached hereto as Exhibit C. Applications for Payment will be processed by COUNTY as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment in accordance with Section 10 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with Section 10 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in Section 10 of the General Conditions.

SECTION 5. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 4 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 8 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the COUNTY's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 4 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the

amount of liquidated damages set forth in Section 8 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the COUNTY's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 4 of the General Conditions.


SECTION 6. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions, Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground

Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data  are or will be required by CONTRACTOR for such purposes.


(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the

Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of one (1) year from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above one (1) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The one (1) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be _____, and  this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.


(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 7. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) General Conditions, attached hereto as Exhibit C;
- (3) Trench Safety Act, attached hereto as Exhibit B; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond; 
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (7) Notice to Proceed;
- (8) Change Orders;
- (9) Certificate of Substantial Completion;
- (10) Certificate of Final Inspection;
- (11) Certificate of Engineer;
- (12) Certificate of Final Completion;

- (13) Contractor's Release;
- (14) Drawings and Plans;
- (15) Supplemental Agreements;
- (16) Contractor's Waiver of Lien (Partial);
- (17) Contractor's Waiver of Lien (Final and Complete);
- (18) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (19) Consent of Surety to Final Payment;
- (20) Contractor's Insurance Requirements, Certificate, and Insurance Policies.


(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.



SECTION 8. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental

impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to,  expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 9. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound,

and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 10. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such

until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Public Safety Department
150 Bush Boulevard
Sanford, FL 32773


COPIES TO:

Administrative Services Department
200 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

WHP Trainingtowers
9121 Bond
Overland Park, KS 66214

SECTION 12. CONFLICT OF INTEREST.


(a) CONTRACTOR agrees that  it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 13. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach  of the Contract Documents related to life safety as determined by COUNTY, the COUNTY shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by COUNTY, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

SECTION 14. TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement at any time for its own

convenience upon fifteen (15) days written notice to the CONTRACTOR. In that event, the CONTRACTOR shall be required to stop work immediately upon receipt of said notice. In the event this Contract is terminated for the COUNTY's convenience, the CONTRACTOR shall be compensated for all materials and services supplied to the COUNTY pursuant to this Agreement up to the effective date of the Agreement's termination.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR.

WHP TRAININGTOWER

Witness

By: _____

Print Name

Print Name

Witness

Title: _____

Print Name

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman



Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk/sjs
3/21/08, 6/24/08

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Trench Safety Act
- Exhibit C - General Conditions
- Exhibit D - American with Disabilities Act Affidavit



July 24, 2008

Ray Hooper
Seminole County Government
200 West County Home Road
Sanford, FL 32773

Dear Mr. Hooper,

We are pleased to provide you with the following rough order of magnitude for a site plan based on the existing site plan by Brown and Brown Architects and the current Seminole County Land Development Code, site work based on the existing civil plans by Brown and Brown Architects, and a **CUSTOM 5th ALARM FIVE STORY WHP** training simulator is also included. Our proposal consists of the following:

Scope of Work

- A. Site Plan – Scope of Services
 - a. Please refer to attached Scope of Services to be provided by Kimley-Horn.
- B. Site Work – Scope of Work (based on existing civil drawings C-1 & C-2 by Brown and Brown Architects)
 - a. Clarifications
 - i. Our bid is based on current market conditions. Bid is good for 30 days.
 - ii. Light poles shall be 4-40' with 6-1000 watt lights
 - iii. Gas piping to be 2" poly pipe with galvanized risers.
 - iv. New electrical service shall tie into existing panel
 - v. Price includes removing clear and grub vegetation from the site
 - b. Allowances
 - i. Sod – 16,500 sf
 - ii. Underground electrical service – 250 lf
 - iii. 8" Driveway – 14,800 sf
 - iv. 4" x 6' Sidewalks – 420 sf
 - v. 4" Building Perimeter gravel – 1980 sf
 - vi. 6" Propane pad – 400 sf
 - vii. 200 amp 3 ph breaker – \$500.00
 - c. Exclusions
 - i. Irrigation and or landscaping
 - ii. Permits
 - iii. Soil Borings
 - iv. Testing
 - v. Tanks, fencing and bollards at propane tank
 - vi. Wet taps (by Seminole County Water Dept)
 - vii. Removal, replacement of unsuitable / hazardous soils
 - viii. Concrete curbs (none shown)
 - ix. De-watering
 - x. Utility Company Fees
 - xi. Any Engineering (Architectural, Civil, Structural and Electrical)

C. Custom 5th Alarm – Five Story WHP Simulator

a. Clarifications

- i. **Section A** will be a five-story tower approximately 21'-11" W x 21'-11" L x 54'-0" H.

1. Five (5) interior decks
2. One (1) parapet roof system.
3. Four (2) 3'-0" chain gates
4. Four (4) rappelling anchors on the roof
5. One (1) 3' x 8' stair hatch
6. One (1) six-story interior stair with welded stair railing (enclosed)
7. One (1) six-story exterior stair to roof
8. Seventeen (17) 3' x 7' doors with hollow metal door frame and hardware
9. Five (5) 3' x 4' window openings with latching shutters
10. One (1) access hatch to residential attic
11. One (1) 5-story standpipe with interior and exterior FD connections

- ii. **Section B** will be a residential/industrial section approximately 21'-11" W x 35'-0" L x 24'-0" H.

1. One (1) gable roof, 5/12 and 9/12 un-equal pitch with perimeter welded guardrail
2. One (1) Hallway on First Floor
3. Two (2) 8'-0" chain gates, one (1) on each 35'-0" face of the residential/industrial
4. Two (2) chop outs on gabled roof, one (1) 48" x 48" chop out and one (1) 48" x 96" chop out
5. One (1) attic space provided between the roof and the second floor
6. One (1) 3' x 3' framed window opening with latching shutter at exterior gabled end of the attic
7. Eight (8) 3' x 4' framed window openings with latching shutters
8. One (1) 6' x 4' double window with latching shutters
9. One (1) 6' x 7' exterior door with hollow metal frame and hardware
10. Four (4) 3' x 7' doors with hollow metal frame and hardware
11. One (1) two-story interior stair with welded stair railing
12. One (1) Cantilever balcony approximately 4'x38' with stair

b. Allowances

- i. Foundation Plans
- ii. Foundation and Slab on grade
- iii. Fill on Deck

c. Exclusions

- i. We exclude from our proposal: taxes, permits, prevailing wage rates if any, field painting of exterior handrails and stairs, mechanical, electrical, fire protection systems, gas fired simulators, soils test, mass site work other than what is included in "Section B - Site Work", removal of spoils from site other than what is included in "Section B - Site Work", saw cutting, excavation other than the foundation, engineering layout and any other miscellaneous fees.

Pricing

A. Site Plan	\$ 28,667.00
B. Site Work	\$345,898.00
C. Custom 5 th Alarm – Five Story WHP Simulator	
a. GSA Materials, Erection and Freight	\$510,539.00
b. GSA Accepted Options	
i. 12' x 12' Super Padgenite Burn Room	\$ 29,803.00
ii. (4) Four Movable Maze Panels	\$ 2,776.00
iii. Smoke Distribution System	\$ 4,570.00
c. Separate items from GSA Contract	
i. Foundation Plans	\$ 3,350.00
ii. Foundation and Slab on Grade	\$ 52,642.00
iii. Fill on Deck (metal deck above grade)	\$ 20,578.00
Total (Line Items A, B, and C)	\$998,823.00
Bond	\$19,976.00
Total	\$1,018,799.00

All permitting costs will be the responsibility of Seminole County.
Seminole County is tax exempt.

We hope you find the proposal acceptable. If we can provide you with further information please feel free to call.

Sincerely,

William M. Jahnke
WHP Trainingtowers

Florida License CGC1507198
Encl: Kimley-Horn Scope of Services
Cc: John Loudermilk

EXHIBIT "B"

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ _____

Printed Name

Bidder Name

Signature

Date

EXHIBIT "C"

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GENERAL CONDITIONS

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18. Required Forms Sign and Submit

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- a. American With Disabilities Act Affidavit
- b. Drug-Free Work Place
- c. Payment Bond
- d. Performance Bond
- e. Public Entity Crimes
- f. Bidder Information (*including W-9*)

**DIVISION I STANDARD SPECIFICATIONS
GENERAL CONDITIONS**

SECTION 1 - DEFINITIONS/INTERPRETATIONS

1.1 Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance, Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by ENGINEER of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Apparent Low Bidder - The Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

Application for Payment - The form furnished in the Contract Documents which is to be used in processing Partial or Final Payments to CONTRACTOR and which shall contain an affidavit by CONTRACTOR that Partial Payments theretofore received from COUNTY on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations stated in prior Applications for Payment. The application includes such supporting documentation as required by the Contract Documents.

Bid - The offer or proposal of a Bidder submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the Contract Documents.

Bidder - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work directly to COUNTY through an authorized representative.

Bidding Documents - The Invitation For Bid, Instructions to Bidders, Bid Forms, Addenda, Bid Bond, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bidder Information, Non-Collusion Affidavit Of Bidder, Certificate of Non-segregated Facilities, List of Subcontractors and Major Materials Suppliers, Plans and Specifications, Agreement, General Conditions, Contract Documents, Bonds, Technical Specifications if applicable, CONTRACTOR's Insurance Requirements, Certificates, and Insurance Policies.

Bid Security - The security designated in the Instructions to Bidders.

Bonds - Instruments of security furnished by CONTRACTOR and his Surety in accordance with the Contract Documents.

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Change Order - A written instrument issued on or after the Effective Date of the Agreement, which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Consultant - The professional engineer or engineering firm registered in the State of Florida who performs professional engineering services for the COUNTY other than COUNTY personnel. The Consultant may be the ENGINEER OF RECORD or may provide services through and be subcontracted to the ENGINEER OF RECORD.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - Those documents named in Section 8 of the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

Controlling Work Items - Those Work items that are directly interrelated such that each has a definite influence on progress of the critical path scheduling of the overall Work.

Cost and Pricing Data - Refers to all data available to or relied upon by CONTRACTOR in negotiating, pricing or costing Work covered by a Change Order or a Change Request, or involved in a Contract Claim.

COUNTY - Seminole County, a political subdivision of the State of Florida; the owner.

Date of Commencement of the Contract Time - The date given by the Notice to Proceed when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Drawings, Plans - The drawings, plans or reproduction thereof, which show scope, character, location, dimensions, and other details of the Work to be performed under the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

ENGINEER OF RECORD - The professional engineer or engineering firm contracted with by the COUNTY or employed by COUNTY and registered in the State of Florida who develops criteria and concept for the Work, performs the analysis and is responsible for the preparation of the Plans and Specifications. The ENGINEER OF RECORD may be COUNTY in-house staff or a Consultant retained by the COUNTY and referred as Owner's Representative.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Field Order - A written instrument issued by ENGINEER to CONTRACTOR which orders minor variations in the Work, as opposed to a change in the Work, and which does not involve an adjustment in Contract Price or Contract Time.

Final Completion - That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the inspection described in these General Conditions, and (b) the CONTRACTOR has submitted its request for Final Payment including the CONTRACTOR's Release and all Subcontractor Affidavits.

General Conditions - Division I of the Standard Specifications.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Day After Thanksgiving Day	-	Fourth Friday in November
Christmas Day	-	December 25th

Inspector or Field Representative - An authorized representative of the ENGINEER, assigned to make official inspections of the Materials furnished and of the Work performed by the CONTRACTOR.

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Laws and Regulations; Laws or Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and local governments.

Low Bidder - The lowest responsive, responsible Bidder.

Lump Sum - A pay item within the Contract Documents, which is paid without regard to quantities or units of measure.

Major Item of Work - Any item of Work having an original value in excess of five percent of the original Contract Price shall be considered as a major item of Work.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Notice of Award - The written notice of the acceptance of the Bid from COUNTY to Low Bidder.

Notice to Proceed - The written notice issued by COUNTY to CONTRACTOR authorizing it to proceed with the Work and establishing the Date of Commencement of the Contract Time.

Owner - Refer to definition of COUNTY.

OWNER'S REPRESENTATIVE - The authorized representative of Owner acting directly or through duly authorized representatives or Consultants who may serve as the COUNTY's ENGINEERS of construction, engineering and inspection; such representatives or Consultants acting within the scope of the duties and authority assigned to them.

Payment Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will pay in full all bills and accounts, from claimants as defined in Chapter 713, Florida Statutes, or as amended, for Material, labor, services and supplies used directly or indirectly in the prosecution of the Work. The covered amount of the Payment Bond is separate and distinct from the covered amount of the Performance Bond.

Plans - The approved plans, including reproductions thereof, showing the location, character, dimensions and details of the Work to be done.

Performance Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will perform all of its contractual obligations in accordance with the terms of the Contract Documents. The covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

Progress Schedule - All documentation related to the planning and scheduling of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of ENGINEER who is assigned to the Project.

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Request for Information - CONTRACTOR's inquiries for information as submitted on the Request for Information form included in the Contract Documents.

Right-of-Way - The land which the COUNTY has title to, or right of use, for the road and its structures and appurtenances, and for Material pits furnished or to be furnished by the COUNTY.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate Material or Equipment for some portion of the Work, specifically indicating how CONTRACTOR will comply with the Contract Documents.

Specifications - The directions and provisions contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work shall be performed, or to the quantities and qualities of Materials and labor to be furnished under the Contract Documents.

Subagreement - A contract or purchase order awarding a part of the Work under the Contract Documents to a Subcontractor, Supplier or other person or entity.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Subagreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a Subagreement with another Subcontractor to perform any of the Work at the site.

Substantial Completion - That date when (a) the Work is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described in these General Conditions, and (b) the Work can be utilized for the purposes for which it is intended, as may be evidenced by successful completion of all specified pre-operational start-up and demonstration tests. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Superintendent - The CONTRACTOR's authorized representative, who must be a principal or employee of the CONTRACTOR, in responsible charge of the Work.

Supplemental Agreement - A written agreement between the CONTRACTOR and the COUNTY, and signed by the Surety, modifying the contract within the limitations set forth in the Standard Specifications.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, Supplier, distributor, materialman or vendor.

Surety - The corporate body which is bound by the Bonds required by the Contract Documents with and for the CONTRACTOR and which agrees to be responsible for performance of the Work for which the Agreement has been made and for payment of all costs pertaining thereto.

Technical Specifications - Directions and provisions relating to the quality of the Work or conditions under which Work shall be performed and described in the Technical Specifications section of these Contract Documents.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or Materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price - Amount stated in the Contract Documents as a price per unit of measurement for Materials or services required in the Work.

Unit Price Work - Work to be paid on the basis of Unit Prices.

Value Engineering Change Proposal - A cost reduction proposal initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of Work.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

1.2 Interpretations.

1.2.1 Any reference to a Section or subsection in these General Conditions without identification of the particular Section or subsection shall mean a reference to these General Conditions.

1.2.2 Each Section in these General Conditions is composed of sub-sections, numbered as this subsection 1.2 is numbered; parts, numbered as this part 1.2.2 is numbered; and sub-parts - all of which

are generally referred to as subsections. A reference to a sub-section means a reference to the entire sub-section, or to a part, or a sub-part, or any combination of them, depending on the intent of the reference.

1.2.3 Often, the Contract Documents omit the modifying word "all" and "any", and the articles "the" and "an". However, omitting modifiers or articles from, or inserting any of them into, a statement shall not in any way affect the meaning or interpretation of either statement.

1.3 Abbreviations.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
AGC	The Associated General Contractors of America, Inc.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (As recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, shall be understood to designate a specification, test method or other code or recommendation of the particular authority or organization so shown.

SECTION 2 - CONTRACT DOCUMENTS; INTENT AND REUSE.

2.1 Applicable Law; Intent.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the laws of the State of Florida and venue shall be in Seminole County for state actions and the Middle District of Florida for federal actions.

2.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or Equipment, such words shall be interpreted in accordance with that meaning. Reference to specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental entity whether such reference be specific or by implication, shall mean the latest specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, CONTRACTOR, ENGINEER OF RECORD or OWNER'S REPRESENTATIVE, or any of their consultants, agents or employees from those expressly set forth in the Contract Documents, nor shall it assign to COUNTY or OWNER'S REPRESENTATIVE, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions.

2.2 Priority of the Contract Documents.

2.2.1 If, during the performance of the Work, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to OWNER'S REPRESENTATIVE in writing at once, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from OWNER'S REPRESENTATIVE. However, CONTRACTOR shall not be liable to COUNTY or OWNER'S REPRESENTATIVE for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. OWNER'S REPRESENTATIVE will promptly investigate the matter and respond to CONTRACTOR with an interpretation or clarification. After CONTRACTOR's discovery of such a conflict, error or discrepancy, or after the date when CONTRACTOR should have reasonably known thereof, until the interpretation or clarification is obtained from OWNER'S REPRESENTATIVE, any Work done by CONTRACTOR which is directly or indirectly affected by same, will be at CONTRACTOR's own risk and CONTRACTOR shall bear all costs and delay arising therefrom.

2.2.2 In resolving conflicts, errors or discrepancies, the Contract Documents shall be construed as one, what is required by one document shall be construed as being required by all Contract Documents.

2.2.3 If an issue of priority pertains to Divisions II and III of the Standard Specifications and the Drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be

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as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail Drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order Drawings govern over Contract Drawings, and Contract Drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, conflict, the higher cost requirement shall be furnished by CONTRACTOR, unless otherwise directed by OWNER'S REPRESENTATIVE.

2.2.4 If the issue of priority is due to a conflict or discrepancy between express provisions of the Contract Documents and any referenced specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the provision with the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by OWNER'S REPRESENTATIVE.

2.2.5 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and accepts that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

2.3 Use of Forms Provided. Unless COUNTY provides in writing to the contrary, only those forms provided by COUNTY with the sole exception of the Bid Bond shall be used and no modifications or substitutions shall be allowed.

2.4 Re-use of Documents. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization (other than COUNTY) shall acquire any title to or have ownership rights of any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER OF RECORD; and they shall not be reused on extensions of the Project or any other project nor shall they be generally published without written consent of COUNTY.

SECTION 3 - BONDS

3.1 Performance, Payment and Other Bonds.

3.1.1 CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to 100% of the Contract Price; the Payment Bond shall be in an amount equal to 100% of the Contract Price; the Material and Workmanship Bond shall be in an amount equal to 10% of the Contract Price as adjusted in the Final Application For Payment. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All Bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract

Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

3.1.2 All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

3.1.3 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

3.1.4 In addition to the other bonding requirements, the Surety(ies) named on the Bonds submitted by CONTRACTOR pursuant to the Contract Documents shall be subject to the approval of COUNTY. If COUNTY has a reasonable objection to the proposed Surety, COUNTY may request CONTRACTOR to submit an acceptable substitute without an increase in the CONTRACT price. If CONTRACTOR declines or is unable to make any such acceptable substitution, COUNTY may, at its sole option, rescind the Notice of Award, and any award of the Contract to CONTRACTOR will be of no effect.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES

4.1 Supervision and Superintendence.

4.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, scheduling, sequences and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and Suppliers. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

4.1.2 CONTRACTOR shall keep on the Work site at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to OWNER'S REPRESENTATIVE. The CONTRACTOR's resident Superintendent shall be a principal or employee of CONTRACTOR. COUNTY may, at its sole discretion, require replacement of the Superintendent, in which case CONTRACTOR shall submit an acceptable replacement at no increase in Contract Price nor extension in Contract Time. The Superintendent shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Whenever the Superintendent is not present on any particular part of the Work where the OWNER'S REPRESENTATIVE may desire to inform the CONTRACTOR relative to interpretation of the Plans and Specifications or regarding disapproval or rejection of Materials or Work performed, the OWNER'S REPRESENTATIVE may so inform the foreman or other workers in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the Superintendent.

4.1.3 The Superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings pertaining to the Work, as requested by COUNTY or OWNER'S REPRESENTATIVE.

4.1.4 No Work shall be performed by any Subcontractors without the CONTRACTOR's Superintendent physically present on the Work site.

4.1.5 The CONTRACTOR's Superintendent at all pre-construction and Project meetings shall discuss the Progress Schedule and summary bar charts relating to coordination and scheduling including, but not limited to, CONTRACTOR's coordination of utility installations, relocations (temporary and permanent), COUNTY work, and the work of others at the Project site.

4.2 Personnel and Working Hours.

4.2.1 CONTRACTOR shall at all times maintain good discipline and order at the site.

4.2.2 CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. Contractor shall employ a Professional Land Surveyor with current Florida registration to survey and lay out the Work (in accordance with any additional provisions included in the Supplementary Conditions). CONTRACTOR is fully responsible to provide a sufficient

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number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed within the Contract Time. Failure to fully man the Project with supervisory personnel and skilled workers shall be cause for termination of CONTRACTOR.

4.2.3 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during normal Working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any Holiday without COUNTY's written consent given after prior written notice to OWNER'S REPRESENTATIVE. Normal Working hours shall be defined as the CONTRACTOR's normal eight hour Working period occurring between the hours beginning at 7:00 a.m. and ending at 6:00 p.m., exclusive of Saturdays, Sundays, or Holidays. Work during other than normal Working hours may be scheduled by CONTRACTOR if he first obtains written permission from COUNTY.

4.2.4 COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's extra costs incurred in connection with CONTRACTOR's performance of Work during hours other than normal Working hours. Such costs may include, but shall not be limited to, OWNER'S REPRESENTATIVE'S charges to COUNTY while acting as COUNTY's representative (including charges outside of normal Working hours for Construction Manager, Field Representatives, and Inspectors), COUNTY's costs incurred in the performance of COUNTY's responsibilities as set forth in the Contract Documents, and other related costs.

4.3 Apprentices. CONTRACTOR's utilization of apprentices shall conform to the provisions of Chapter 446, Florida Statutes.

4.4 CONTRACTOR's Responsibilities for Furnishing. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all Materials, Equipment, labor, transportation, construction Equipment and machinery, tools, appliances, fuel, power, light, heat, ventilation, cooling, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

4.5 Items of Material or Equipment.

4.5.1 All Materials and Equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by OWNER'S REPRESENTATIVE, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and Equipment. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to OWNER'S REPRESENTATIVE, or any of COUNTY's or OWNER'S REPRESENTATIVE's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

4.5.2 Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

4.5.3 CONTRACTOR shall obtain from Suppliers of all Materials, products and Equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, CONTRACTOR shall notify OWNER'S REPRESENTATIVE in writing of such conflict as soon as reasonably possible, but no later than the time of Shop Drawing submittal including those products. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by CONTRACTOR that the Specification requirements will be met by the Materials, products and Equipment, and that the cost and time required to perform or complete the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

4.5.4 Data submitted on all Equipment shall include complete operation and maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements. Such submittals shall conform to any additional requirements provided in the Contract Documents.

4.6 Wood Products. Except as may be otherwise provided by Laws or Regulations, pursuant to Chapter 225, Florida Statutes, lumber, timber and other forest products specified in the Contract Documents shall be produced and manufactured in Florida whenever such products are available, provided that price, fitness and quality are equal to other available products. This requirement does not apply where plywood is specified for monolithic concrete forms.

4.7 Equivalent Materials and Equipment.

4.7.1 Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by OWNER'S REPRESENTATIVE if sufficient information is submitted by CONTRACTOR to allow OWNER'S REPRESENTATIVE to determine that the material or Equipment proposed is equivalent to that named.

4.7.2 Requests for review of substitute items of material and Equipment will not be accepted by OWNER'S REPRESENTATIVE from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or Equipment CONTRACTOR shall, within ten (10) Days prior to the opening date to allow a proper review without impacting the schedule, make written application to OWNER'S REPRESENTATIVE for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in

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the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which will be considered by OWNER'S REPRESENTATIVE in evaluating the proposed substitute. OWNER'S REPRESENTATIVE may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

4.7.3 OWNER'S REPRESENTATIVE shall be the sole judge of acceptability, and no substitute shall be ordered or installed without OWNER'S REPRESENTATIVE's prior written acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price or Contract Time, and COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, CONTRACTOR shall not be excused from producing Work in conformity with the requirements of the Contract Documents.

4.7.4 OWNER'S REPRESENTATIVE will record time required by OWNER'S REPRESENTATIVE, ENGINEER OF RECORD and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not OWNER'S REPRESENTATIVE accepts a proposed substitute, COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs including the charges of OWNER'S REPRESENTATIVE, ENGINEER OF RECORD and their consultants for evaluating any proposed substitute.

4.7.5 The net difference in cost between the substitute item and that specified shall benefit COUNTY and CONTRACTOR in equal proportions. If OWNER'S REPRESENTATIVE estimates that the deduction proposed by CONTRACTOR does not, in its opinion, reflect the sharing of costs in the portions described above, this shall be adequate justification to reject the proposed substitution.

4.7.6 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

4.7.7 In the event that a substitute item differs materially from the specified item of Material or Equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the Project, OWNER'S REPRESENTATIVE will have authority to require the removal and replacement of said substitute.

4.8 Concerning Subcontractors, Suppliers and Others.

4.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including but not limited to those who are to furnish the principal items of Materials or Equipment), whether initially or as a substitute, against whom COUNTY or OWNER'S
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REPRESENTATIVE may have reasonable objection. A Subcontractor, Supplier or other person or organization identified in writing to COUNTY and OWNER'S REPRESENTATIVE by CONTRACTOR prior to the Notice of Award and not objected to in writing by COUNTY or OWNER'S REPRESENTATIVE prior to the Notice of Award will be deemed acceptable to COUNTY or OWNER'S REPRESENTATIVE. Acceptance of any Subcontractor, Supplier or other person or organization by COUNTY or OWNER'S REPRESENTATIVE shall not constitute a waiver of any right of COUNTY or OWNER'S REPRESENTATIVE to reject Defective Work by CONTRACTOR or any Subcontractor, Supplier or any other person or organization. If COUNTY or OWNER'S REPRESENTATIVE after due investigation has reasonable objection to any Subcontractor, Supplier or other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute. Such Subcontractor, Supplier person or organization shall neither commence nor continue Work after COUNTY or OWNER'S REPRESENTATIVE objects to said entity. In the event that any such reasonable objection and acceptable substitute will cause additional expense or extend performance of the Work, or part thereof, beyond the Contract Time for the Work, or part thereof, CONTRACTOR may make a request for an adjustment in Contract Price or Contract Time. However, any changes in Contract Price made under this subsection shall exclude any adjustments for any increases in CONTRACTOR's costs in connection with an increase in Contract Time resulting from the reasonable objection and acceptable substitute submitted pursuant to this subsection. In any such case, the extension in Contract Time so granted, if any, shall be CONTRACTOR's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance and costs thereto. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization against whom CONTRACTOR has reasonable objection.

4.8.2 CONTRACTOR shall give prompt written notice to COUNTY with copy to OWNER'S REPRESENTATIVE of CONTRACTOR's intent to remove or replace a Subcontractor, Supplier or other person.

4.8.3 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or OWNER'S REPRESENTATIVE and any Subcontractor or Supplier or other person or organization having a Subagreement with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or OWNER'S REPRESENTATIVE to pay or to see to the payment due any Subcontractor, Supplier or other person or organization, except as may otherwise be required by law. COUNTY or OWNER'S REPRESENTATIVE may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done. No Subcontractor, Supplier or other person or organization shall be a third party beneficiary of this Contract.

4.8.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade Drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings. In addition to other requirements in the Contract Documents, Shop Drawings of a specific trade shall be compared to and coordinated with those from other trades by CONTRACTOR before submission to OWNER'S REPRESENTATIVE.

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4.8.5 All Work performed for CONTRACTOR by a Subcontractor, Supplier or other person or organization will be pursuant to an appropriate Subagreement between CONTRACTOR and the Subcontractor, Supplier or other person or organization which specifically binds the Subcontractor, Supplier or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

4.8.6 If requested in writing by COUNTY, CONTRACTOR shall deliver to COUNTY a copy of each Subagreement with a Subcontractor, Supplier or other person or organization performing a part of the Work within seven (7) days of COUNTY's request.

4.9 Patent Fees and Royalties. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it shall remain the responsibility of CONTRACTOR to assume all costs incident to the use in the performance of the Work or the incorporation in the Work of said invention, design, process, product or device. Whenever CONTRACTOR is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this Agreement shall be filed with OWNER'S REPRESENTATIVE. However, whether or not such agreement is made or filed as noted, CONTRACTOR and CONTRACTOR's Surety in all cases shall indemnify and hold harmless and defend COUNTY and OWNER'S REPRESENTATIVE and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including but not limited to charges of OWNER'S REPRESENTATIVES, architects, other professionals and attorneys' fees and attorneys' fees on appeal and all costs of defense or appeal) arising out of any infringement of letters, trademark, patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

4.10 Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for utilities service to accomplish the Work. CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

4.11 Laws and Regulations.

4.11.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order (subject to the provisions of Sections 2, 7, and 8). If CONTRACTOR performs any Work knowing or having reason to know that it is

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contrary to such Laws or Regulations and without such notice to OWNER'S REPRESENTATIVE, CONTRACTOR shall bear all costs arising therefrom.

4.11.2 CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

4.11.3 CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances and regulations applying to the Work. CONTRACTOR shall be responsible for bidding and constructing the Work per building codes and construction practices normally applicable to each trade vendors or installer's trade.

4.12 Use of Premises.

4.12.1 CONTRACTOR shall confine construction Equipment, the storage of Materials and Equipment and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction Equipment or other Materials or Equipment. CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

4.12.2 Notwithstanding the designation of Project limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work, such as trenching and landscaping, may require that certain operations be carried out beyond such limits. Those operations, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of COUNTY, abutters and the public. CONTRACTOR shall obtain COUNTY's prior approval and all necessary approvals from others, governmental entities and utility companies for such operations, and prosecute such operations expeditiously and restore the affected property to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All those areas on which temporary driveways or walks are routed shall be restored to their original condition, immediately when normal routing can be reinstated, unless otherwise specified in the Contract Documents. Pumping, draining and control of surface and groundwater shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

4.12.3 Except as specifically arranged with the owners of adjacent premises, CONTRACTOR shall avoid any encroachment on adjacent premises. It is specifically agreed that CONTRACTOR shall repair and make good any damage to adjacent premises or improvements thereon caused by its operation, including any damage or loss to the tenant of such adjoining premises or to the owners thereof, whether to buildings, stocks of merchandise, trade fixtures, or otherwise.

4.12.4 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction Equipment and machinery, and surplus Materials,

and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

4.12.5 CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger it.

4.12.6 During the progress of the Work, CONTRACTOR shall maintain the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). CONTRACTOR shall implement a grass mowing schedule for all property within the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). The grass mowing schedule shall assure that grass and weeds within the Project premises do not exceed eighteen inches (18") in height.

4.13 Record Documents. CONTRACTOR shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Requests, Field Orders correspondence, field test records, contractor's daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings will be available at all times during regular Working hours to OWNER'S REPRESENTATIVE and COUNTY. In addition, CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the COUNTY through OWNER'S REPRESENTATIVE. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities, structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with OWNER'S REPRESENTATIVE the status of the as-built plans and the record survey notes in connection with OWNER'S REPRESENTATIVE's evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, OWNER'S REPRESENTATIVE shall deliver to the CONTRACTOR a reproducible set of current Plans. CONTRACTOR will transfer all his as-built information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to OWNER'S REPRESENTATIVE for COUNTY. Each completed set of "As-Built" drawings must include on its face, a certified statement by the CONTRACTOR'S Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

Upon completion of the Work, CONTRACTOR shall deliver to the COUNTY one (1) velum, three (3) approved, certified as-builts, and one (1) as-built in the latest version of AUTOCAD format.

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4.14 Safety and Protection.

4.14.1 CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction regardless of whether such other property is indicated in the Contract Documents. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as OWNER'S REPRESENTATIVE issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

4.14.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

4.14.3 CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

4.14.4 When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, CONTRACTOR shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered professional OWNER'S REPRESENTATIVE licensed in the State of Florida. CONTRACTOR shall submit, as a Shop Drawing, a certification by the registered OWNER'S REPRESENTATIVE, stating that it has complied with this requirement. CONTRACTOR shall meet all requirements of such designs prepared by a registered OWNER'S REPRESENTATIVE. In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

4.14.5 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Whenever any notice is required to be given by COUNTY or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by CONTRACTOR.

4.14.6 CONTRACTOR shall take reasonable care during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from Equipment shall be treated with a tree dressing.

4.14.7 At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, Materials, Equipment, and supplies against damage or injury from the weather. If in the opinion of OWNER'S REPRESENTATIVE any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

4.14.8 CONTRACTOR shall notify OWNER'S REPRESENTATIVE of any job site injuries at the Project site. Serious injuries shall be verbally reported to the OWNER'S REPRESENTATIVE within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to OWNER'S REPRESENTATIVE within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

4.14.9 Prior to mobilization, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE a copy of CONTRACTOR's safety plan. CONTRACTOR's safety plan shall address, but not be limited to, the following:

4.14.9.1 Trench Safety Procedures;

4.14.9.2 Confined Space Entry Procedures;

4.14.9.3 Compliance with all U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements applicable to the Work;

4.14.9.4 Assurance that a first aid person is designated, phone numbers of physicians, hospitals and ambulance services must be posted at the site, assurance that a first aid kit is available at the job site;

4.14.9.5 Provide all necessary personnel protective equipment including as necessary, but not limited to, the following: hard hats, safety glasses, respirators, ear protection, protective clothing;

4.14.9.6 Assure observation of all applicable speed limits;

4.14.9.7 Provide all necessary safety equipment including as necessary, but not limited to, the following: barricades, flags and flagmen, bracing, shoring and sloping at excavations and scaffolds.

4.14.9.8 The safety plan shall assure proper use of lasers or other activities involving combustibles;

4.14.9.9 The safety plan shall assure that during welding and cutting operations, the CONTRACTOR shall provide appropriate fire watchmen and fire extinguishers;

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4.14.9.10 CONTRACTOR's safety plan shall assure that all heavy equipment shall be equipped as required by all applicable OSHA, ANSI, or other regulations.

4.14.10 No provision of these Contract Documents or the requirement that CONTRACTOR provide a copy of CONTRACTOR's safety plan shall be effective to assign to OWNER'S REPRESENTATIVE or to the COUNTY, their Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work relating to CONTRACTOR's responsibility for safety or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

4.15 Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER'S REPRESENTATIVE or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 7 and 8.

4.16 Shop Drawings and Samples.

4.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE for review and approval in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies for use by COUNTY, OWNER'S REPRESENTATIVE and plus additional copies as required by CONTRACTOR (unless otherwise specified in the Contract Documents) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as OWNER'S REPRESENTATIVE may require. CONTRACTOR shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in a Shop Drawing submittal to OWNER'S REPRESENTATIVE.

4.16.2 CONTRACTOR shall also submit to OWNER'S REPRESENTATIVE for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

4.16.3 CONTRACTOR's stamp of approval on any Shop Drawing or sample shall specifically indicate in writing, or if not indicated in writing, shall constitute a representation that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, Materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

4.16.4 At the time of each submission, CONTRACTOR shall in writing call OWNER'S REPRESENTATIVE's and ENGINEER OF RECORD's attention to any deviations that the Shop
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Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted of each such variation.

4.16.5 OWNER'S REPRESENTATIVE will review Shop Drawings and review samples and return CONTRACTOR's submittals stamped with the following notation:

SHOP DRAWING REVIEW

☐ NO EXCEPTIONS TAKEN ☐ REJECTED
☐ NOTE COMMENTS ☐ RE-SUBMIT

REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN
CONCEPT AND CONTRACT DOCUMENTS

Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the project plans and specifications, nor departures therefrom. The CONTRACTOR remains responsible for details and accuracy, for conforming and correlating all quantities, job conditions and dimensions, for selecting fabrication processes, for techniques of assembly and construction, and for performing his work in a safe manner.

By: _____ Date: _____
(Signature)

Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The CONTRACTOR is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes and for techniques of construction; and for coordination of the Work of all trades.

ENGINEER OF RECORD's and OWNER'S REPRESENTATIVE's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by CONTRACTOR, Engineering Incentive design furnished by CONTRACTOR, CONTRACTOR's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER OF RECORD and OWNER'S REPRESENTATIVE and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER OF RECORD or OWNER'S REPRESENTATIVE on previous submittals.

4.16.6 ENGINEER OF RECORD's and OWNER'S REPRESENTATIVE's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called

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ENGINEER OF RECORD's and OWNER'S REPRESENTATIVE's attention to each such variation at the time of submission and ENGINEER OF RECORD or OWNER'S REPRESENTATIVE has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER OF RECORD or OWNER'S REPRESENTATIVE relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of subsection 4.16.3.

4.16.7 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been returned by ENGINEER OF RECORD or OWNER'S REPRESENTATIVE and noted "Approved" or "Approved As Corrected".

4.16.8 All costs incurred in connection with ENGINEER OF RECORD's or OWNER'S REPRESENTATIVE's review and return of a particular Shop Drawing or sample submission after ENGINEER OF RECORD's or OWNER'S REPRESENTATIVE's second time review shall be borne by CONTRACTOR, including ENGINEER OF RECORD's and OWNER'S REPRESENTATIVE's charges to COUNTY under the terms of their agreements with COUNTY. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

4.16.9 In reviewing Shop Drawings or samples, ENGINEER OF RECORD or OWNER'S REPRESENTATIVE shall be allowed (thirty) 30 days from the date ENGINEER OF RECORD or OWNER'S REPRESENTATIVE receives the submittal or resubmittal from CONTRACTOR to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. ENGINEER OF RECORD's or OWNER'S REPRESENTATIVE's review and return of a Shop Drawing or sample within the time allowed shall not justify an increase in Contract Price or an extension in Contract Time. Any delay in connection with CONTRACTOR's submittal and any resubmittal of a particular Shop Drawing or sample shall represent delays under the control of CONTRACTOR and shall not justify an increase in Contract Price or an extension in Contract Time.

4.17 Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 8.

4.18 Indemnity.

4.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (provide and pay for legal defense) COUNTY, ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, and cost and attorney's fees on appeal, arising or allegedly arising in any manner out of, related to, resulting from, or in connection with the performance of the Work, both on and off the Project site, including any act or omission of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons or entities employed or utilized by the CONTRACTOR in the performance of the Work.

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4.18.2 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subsections 4.18.1 and 4.18.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for CONTRACTOR, or any Subcontractor, or any supplier, or other person under Workers' compensation acts, disability benefit acts, or other employee acts.

4.18.3 The obligations of CONTRACTOR under subsections 4.18.1 and 4.18.4 shall not extend to the liability of ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, directors, officers, employees and agents and each of their directors, officers, employees, and agents arising out of, or resulting from, or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing were the sole and exclusive cause of the loss, damage, or injury.

4.18.4 CONTRACTOR shall also indemnify and hold harmless and defend (provide and pay for legal defense) COUNTY and OWNER'S REPRESENTATIVE and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs (including costs and attorney's fees on appeal), which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the Work and the CONTRACTOR's obligations under the Contract Documents. Such costs, expenses, and damages shall include all costs including attorneys' fees and costs and attorneys' fees and costs on appeal incurred by the indemnified parties in any lawsuit to which they are a party.

4.18.5 At COUNTY's sole option and utilizing attorneys agreeable to COUNTY, CONTRACTOR shall defend all suits or claims as set out in this Section 4.18.

4.18.6 In the event that COUNTY incurs costs contrary to this indemnification agreement, COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

4.19 Progress of the Work.

4.19.1 The CONTRACTOR shall physically mobilize at the Work site within fourteen (14) Days of the Date of Commencement of the Contract Time and substantially complete mobilization activities no later than thirty (30) Days from the Date of Commencement of Contract Time. Substantial completion for mobilization shall be defined as activities that include, if applicable to the Work, at least (1) installation of the field office, (2) temporary utility provisions for water, sewer, electrical, telephone and other utilities in service, and (3) commencement of initial site Work including clearing and grubbing or blasting and removal of existing improvements at the Work site. In the event that the CONTRACTOR fails to mobilize as required in this Section, the COUNTY may withhold additional retainage as provided in Section 6 of the Agreement.

4.19.2 If OWNER'S REPRESENTATIVE determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules, CONTRACTOR shall take steps as may be necessary to improve his progress, and OWNER'S REPRESENTATIVE may require him to increase his Work force, or hours, or days of Work, or the amount of construction plant or all of

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them, and to submit to OWNER'S REPRESENTATIVE for approval such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY.

4.19.3 Failure of CONTRACTOR to comply with the requirements of OWNER'S REPRESENTATIVE under this Section shall be grounds for determination by OWNER'S REPRESENTATIVE that CONTRACTOR is not prosecuting the Work with such diligence as will insure completion within the time specified. OWNER'S REPRESENTATIVE will then so inform COUNTY. COUNTY may thereupon withhold additional retainage in anticipation of liquidated damages as provided in Section 4 of the Agreement or suspend the Work or terminate CONTRACTOR's services should CONTRACTOR fail to comply with this Section.

4.20 Project Meetings.

4.20.1 The CONTRACTOR along with appropriate subcontractors shall attend Project meetings requested by OWNER'S REPRESENTATIVE or COUNTY for the purpose of discussing and resolving matters concerning the various elements of the Work. If CONTRACTOR or his subcontractors fail to attend a meeting, COUNTY shall be entitled to deduct the costs of COUNTY, OWNER'S REPRESENTATIVE, and ENGINEER OF RECORD representatives attending the meeting from the CONTRACT PRICE by issuing a Change Order.

4.20.2 CONTRACTOR shall submit for the Project meeting a summary bar chart of the Work activities anticipated for the following fourteen (14) days. This schedule will be used by the CONTRACTOR to discuss and coordinate the Progress Schedule with utility contractors, the COUNTY's own forces, and others performing work at the Project site and by OWNER'S REPRESENTATIVE for the OWNER'S REPRESENTATIVE's planning of testing and inspection within OWNER'S REPRESENTATIVE's scope of responsibility and shall be an item of discussion at the Project meeting.

4.20.3 CONTRACTOR's obligation to coordinate the Progress Schedule and meetings with all utility contractors, the COUNTY's own forces and others performing work at the Project site shall be an item of discussion raised by the CONTRACTOR at each Project meeting. The CONTRACTOR shall discuss scheduling concerns related to the work of each utility contractor, the COUNTY and others. The CONTRACTOR's summary bar chart of Work activities referenced above and CONTRACTOR's discussion shall identify all reasonable measures taken by the CONTRACTOR to minimize the effect of utility, COUNTY and work by others on the Progress Schedule including CONTRACTOR's cooperative scheduling of all such work. CONTRACTOR's summary bar chart and CONTRACTOR's discussion shall include the advance notification, required by this Contract Documents including dates on which utility, COUNTY and work by others must be coordinated with the CONTRACTOR's Work and operations to avoid delay.

4.21 CONTRACTOR Not Agent of COUNTY. CONTRACTOR shall perform all Work under the Contract Documents as an independent contractor and shall not be considered an agent of COUNTY, nor shall CONTRACTOR's Subcontractors or Suppliers or employees be considered agents of COUNTY. CONTRACTOR and not COUNTY shall be solely responsible to any and all Subcontractors and Suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

4.22 Inspection and Audit.

4.22.1 COUNTY shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all Cost and Pricing Data used by CONTRACTOR in the determination of CONTRACTOR'S Bid for the Work, in pricing, negotiating or costing Work covered by a Change Order, Change Request or Contract Claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Payment.

4.22.2 In the event of termination, the records relating to the Work, or part thereof, affected by such termination shall be made available for five (5) years after the termination. Records pertaining to Contract Claims, to litigation or the settlement of Contract Claims arising under or relating to the performance of the Work shall be made available until disposition of such appeals, litigation, or Contract Claims.

4.22.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 4.22, including this subsection 4.22.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to properly identify the contracting parties.

4.23 Truth-In-Negotiation.

4.23.1 CONTRACTOR warrants that all bid line items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and may be relied upon by COUNTY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all Cost and Pricing Data provided to OWNER'S REPRESENTATIVE and COUNTY during the term of the Contract Documents shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to OWNER'S REPRESENTATIVE and COUNTY immediately. COUNTY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and Contract Time on account of corrections to inaccurate or incomplete information provided by CONTRACTOR.

4.23.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by COUNTY to CONTRACTOR in excess of what it is entitled under the Contract Documents shall be reimbursed by CONTRACTOR to COUNTY. The making of Final Payment to CONTRACTOR shall not be a waiver of COUNTY's right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR's obligation to refund the overpayment. The terms of subsection 4.23 shall survive the COUNTY's making Final Payment.

4.23.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 4.23, including this subsection 4.23.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to identify properly the contracting parties.

4.24 Correspondence. All CONTRACTORS's correspondence shall include the COUNTY's Project name and the COUNTY's designated contract number. All CONTRACTOR's correspondence
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shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically to these Contract Documents only such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by OWNER'S REPRESENTATIVE. Any correspondence not so identified may not be accepted by OWNER'S REPRESENTATIVE.

4.25 Protection of Historical Properties.

4.25.1 CONTRACTOR shall comply with Florida's Archives and Historical Act (Chapter 267, Florida Statutes) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the Work.

4.25.2 CONTRACTOR shall be responsible for immediately reporting to the governmental entity or agency with jurisdiction any archaeological features which are encountered or unearthed during the performance of the Work, and for protecting same to the satisfaction of such governmental entity or agency. CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if COUNTY and CONTRACTOR believe the delays require an extension in Contract Time, COUNTY shall authorize the necessary change in Contract Time only and CONTRACTOR shall not be entitled to any increase in Contract Price.

4.26 Responsibility for Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

4.27 Additional Provisions.

4.27.1 CONTRACTOR shall be responsible for all cutting of masonry and other Materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.

4.27.2 CONTRACTOR shall be responsible for preparing and delivering to OWNER'S REPRESENTATIVE, on a daily basis, reports recording labor and Equipment available and utilized, and Materials and Equipment received each day, on a form acceptable to OWNER'S REPRESENTATIVE. If CONTRACTOR fails to submit reports daily, OWNER'S REPRESENTATIVE may withhold approval of any Application for Payment until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any such records as requested by OWNER'S REPRESENTATIVE to verify that the reports are accurate.

4.27.3 CONTRACTOR shall submit to OWNER'S REPRESENTATIVE at the beginning of each Work shift, a list of specific items requiring final inspection, monitoring, or witnessing by OWNER'S REPRESENTATIVE.

4.28 Inspection and Tests at Source of Supply.

4.28.1 If the volume, progress of the Work, and other considerations warrant the OWNER'S REPRESENTATIVE may undertake the inspection of Materials at the source of supply.

4.28.2 The CONTRACTOR shall assure that the COUNTY representative has free entry at all times to such parts of the plant as concern the manufacture or production of the Materials ordered, and shall bear all costs incurred in providing all reasonable facilities to assist in determining whether the Material furnished complies with the requirements of the Specifications.

4.28.3 The COUNTY, however, assumes no obligation to make such inspection of Materials at the source of supply, and the responsibility for assuring that the Materials are satisfactory rests entirely with the CONTRACTOR.

4.28.4 The COUNTY may elect to retest Materials which have been tested and accepted at the source of supply, after they have been delivered, and all Materials which, when retested, do not comply with the requirements of the Specifications will be rejected.

4.29 Control by Samples and Tests.

4.29.1 The OWNER'S REPRESENTATIVE may require any or all Materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. Unless otherwise provided, such tests will be made by and at the expense of the COUNTY. The CONTRACTOR shall afford such facilities as the OWNER'S REPRESENTATIVE may require, for collecting and forwarding samples and shall not make use of, nor incorporate in the Work, any Materials represented by the samples until the tests have been made and the Materials found acceptable. The CONTRACTOR shall furnish at his own expense, the Material necessary for the required samples, delivered to the point designated, without charge. Boxes for shipping of concrete cylinders will be furnished by the COUNTY.

4.29.2 In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the OWNER'S REPRESENTATIVE, furnish samples taken from the completed Work at any point indicated by the OWNER'S REPRESENTATIVE and shall immediately replace the areas to removed with Materials and construction to conform to the Specifications and to the line and grade of the immediate surrounding pavement surface. No additional compensation will be allowed for furnishing such samples and replacing the areas with new pavement as described above.

4.29.3 Methods of sampling and testing Materials shall be in accordance with Florida Methods so far as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, but a Florida Method which is similar exists, sampling and testing shall be in accordance with the Florida Method. Whenever in these Specifications Florida, AASHTO, ASTM, or other standards are referenced without identification of the specific time of issuance, the reference shall construed to mean the most current issuance, including interims or addendums thereto, at the time of advertisement for Bids for a Project.

4.29.4 The bearing value of soils shall be determined by FDOT's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the Plans.

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4.29.5 Sieves shall conform to the requirements of AASHTO M 92.

4.29.6 As a general practice, the COUNTY, in order to expedite the Work, may accept certain Materials on the basis of tests made on advance samples taken and submitted by the producer, provided that tests on a representative number of samples of the Material taken by the OWNER'S REPRESENTATIVE after its arrival at the Work site confirm that the Material meets the COUNTY's Specifications. In the event that tests made on the samples taken by the OWNER'S REPRESENTATIVE do not substantiate those made on the advance samples submitted by the producer, and there is evidence that this privilege of expediting the use of the Material is being abused, then this privilege will no longer be extended to such producer.

4.29.7 A card shall be attached to each producer's sample, showing the following information: Project designation, intended use of Material, name of producer, source of supply, quantity represented by sample, date sampled and any other information pertinent to the Material or Work. Care shall be used in preparing and shipping samples to assure that all packages are clean before Material has been placed therein, and are tied, or closed and wrapped, securely.

4.29.8 For the verification of weights or proportions and character of Materials, and determination of temperatures used in the preparation of Materials and mixtures, the OWNER'S REPRESENTATIVE or his authorized representative shall have access at all times to all parts of any paving or other plants connected with the Work. The CONTRACTOR shall facilitate and assist in the verification of the accuracy of all scales, measures and other devices, and shall protect them from the wind and elements whenever such protection is necessary.

4.29.9 For all aggregates entering into asphaltic concrete mixes, unless the OWNER'S REPRESENTATIVE specifically directs otherwise, all samples are to be selected and taken by the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE shall be advised as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, in order that he can arrange for the samples of the Materials to be taken.

4.29.10 For the designs of asphaltic concrete mixes by the COUNTY not more than three design mixes will be established without charge, for each type of mixture on any one Agreement.

4.30 Storage of Materials.

4.30.1 Materials shall be so stored as to insure the preservation of their quality and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed Specifications concerning the storage of specific Materials are prescribed in Division II (Construction Details). Materials improperly stored may be rejected without testing.

4.30.2 If permitted by the OWNER'S REPRESENTATIVE, that portion of the right-of-way outside the clear zone not required for public vehicular or pedestrian travel may be used for storage purposes and for placing of the CONTRACTOR's plant and Equipment. Any additional space required shall be provided by the CONTRACTOR at his expense.

4.30.3 The protection of stored Materials shall be the CONTRACTOR's responsibility and the COUNTY shall not be liable for any loss of Materials, by theft or otherwise, nor for any damage to the stored Materials.

4.31 Defective Materials. All Materials not conforming to the requirements of the Specifications; segregated Materials, even though previously tested and approved; Materials which are or have been improperly stored; and Materials which are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. All such Materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the OWNER'S REPRESENTATIVE, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the OWNER'S REPRESENTATIVE made under the provisions of this Section, the OWNER'S REPRESENTATIVE shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

4.32 Preservation of Property.

4.32.1 The CONTRACTOR shall preserve from damage all property along the line of Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the Plans. This applies to public and private property, public and private utilities (except as modified by the provisions of 6.33), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR, and at his own expense, or he shall make good such damage or injury in an acceptable manner. The CONTRACTOR shall protect existing bridges during the entire construction period, from damage caused by any of his operations or Equipment. The CONTRACTOR will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the CONTRACTOR's use or operations result in damage to a bridge requiring repairs, such repairs shall have a prior right to any Equipment, Materials or labor at the CONTRACTOR's disposal.

4.32.2 In case of failure on the part of the CONTRACTOR to restore such property, bridge, road or street, or to make good such damage or injury, the OWNER'S REPRESENTATIVE may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under the Agreement contract. Nothing in this Section shall prevent the CONTRACTOR from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the Plans, which is made necessary by alteration of grade or alignment and such Work is authorized by the OWNER'S REPRESENTATIVE provided that such property has not been damaged through fault of the CONTRACTOR or his employees or agents.

4.32.3.1 Where the CONTRACTOR hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, COUNTY roadways or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. The above requirement may be modified in accordance with any

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agreement the CONTRACTOR might make with the governmental unit having jurisdiction over a particular road or bridge provided that he submits written evidence of such agreement.

4.32.3.2 Operation of Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including, but not necessarily limited to bridges, drainage structures, base course and pavement, will not be permitted. Equipment or hauling units loaded in excess of the maximum weights permitted shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its Work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as authorized by the OWNER'S REPRESENTATIVE.

4.32.3.3 All existing roadside traffic signs and guardrail for which permanent removal is not indicated shall be protected against damage or displacement. Whenever such signs or guardrail lie within the limits of construction, or wherever so directed by the OWNER'S REPRESENTATIVE due to exigencies of construction operations, the existing roadside signs and guardrail shall be taken up by the CONTRACTOR, properly stored, and subsequently reset at the original location or, in the case of widened pavement or roadbed, at locations designated by the OWNER'S REPRESENTATIVE.

4.32.4.1 The CONTRACTOR shall give notification to the OWNER'S REPRESENTATIVE or the superintendent of the railroad company appropriately in advance of (minimum of 72 hours) his beginning of any operations within the limits of the railroad right-of-way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than an established public crossing and any other Work which may affect railroad operations or property.

4.32.4.2 The CONTRACTOR shall comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims brought on account of damages or injuries resulting from the CONTRACTOR's operations within or adjacent to railroad company right-of-way shall be the CONTRACTOR's responsibility.

4.32.4.3 When protective services to insure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the Work, the railroad company will furnish such services and the COUNTY will reimburse the railroad company for the cost thereof. The CONTRACTOR shall schedule his Work which affects railroad operations so as to minimize the need for protective services by the railroad company.

4.33 Utilities.

4.33.1 At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all necessary arrangements for the protection thereof have been made. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the CONTRACTOR's operations. Relocations or adjustments requested only on the basis of the CONTRACTOR's proposed use of a particular method of construction or a particular type of Equipment will not be considered as being essential to the construction of the

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Project if other commonly used methods and Equipment will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of Materials furnished by the CONTRACTOR will be the responsibility of and at the expense of the CONTRACTOR. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the Project shall include, but not be limited to, the following:

4.33.1.1 Utilities lying within the vertical and horizontal construction limits, plus the reasonably required Working room necessary for operation of Equipment normally used for the particular type of construction. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of ten feet (10') clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

4.33.1.2 Utilities lying within the horizontal limits of the Project and within twelve inches (12") below the ground surface or the excavation surface on which the construction Equipment is to be operated, or within twelve inches (12") below the bottom of any stabilizing course called for on the plans.

4.33.1.3 Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits shall extend to side slopes along the angle of repose, as established by sound Engineering Incentive practice, unless the sides of the excavation are required by the Plans or special provisions to be supported by sheeting, or the CONTRACTOR elects to sheet such excavation for his own convenience.

4.33.1.4 Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the CONTRACTOR shall provide necessary coordination and support to the utility owner in the utility owner's effecting support and protective measures to utilities. In the event that CONTRACTOR is performing utility Work for the COUNTY under the Contract Documents, the CONTRACTOR shall be responsible for providing and effecting all measures for utility support and protection during construction operations. It is the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring and other forms of support for all utilities when working adjacent to or directly upon existing and proposed utilities. The CONTRACTOR shall comply with support requirements for the duration of the Work, whether the CONTRACTOR is installing, relocating or removing roadway infrastructure (including but not limited to (1) stormwater, piping structures; or (2) any proposed traffic signalization devices; (3) roadwork including the base, subbase or final pavement) or installing or removing utilities that are owned by the COUNTY or any other utility. The CONTRACTOR shall be responsible for any damage to the utility which is caused by neglect or failure on the CONTRACTOR's part to cooperate and to use proper precaution in performing his Work. In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the OWNER'S REPRESENTATIVE so as to cause the least impediment to the overall construction operations. The COUNTY will not assume responsibility for utility adjustments or temporary relocation Work, nor for the conditions resulting therefrom.

4.33.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangements operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement Work may be reduced to minimum, and that

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services rendered by the utility owners will not be unnecessarily interrupted. In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted, repair Work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

4.33.3 Certain utility installations, relocations (temporary and permanent), adjustments and reconstruction work may be underway during the progress of the Work. The CONTRACTOR will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The CONTRACTOR's attention is directed to the requirements of 4.33.1 and 4.33.2 outlining responsibility for protection of utility facilities.

4.33.4 No additional monetary compensation will be allowed for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration or damages of any nature sustained by CONTRACTOR due to any delay, disruptions, constructive accelerations, inefficiency, interference relating to utilities or appurtenances or from the operations of relocating and installing utilities.

4.34 CONTRACTOR's Responsibility For Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

4.35 Interference with Traffic. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with traffic. The CONTRACTOR's vehicles and other Equipment shall be operated in such manner that they will not be a hazard or hinderance to the traveling public.

4.36 Coordination with other Contractors. The CONTRACTOR shall arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

4.37 Drainage. The CONTRACTOR shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

4.38 Fire Hydrants. Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and Material or obstruction shall be placed within fifteen feet (15') of any such hydrant.

4.39 Protection of Structures. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

4.40 Fencing. On all Work which includes fencing and where the OWNER'S REPRESENTATIVE determines it to be necessary for maintaining the security of livestock or adjacent property, or for protection of pedestrians who are likely to gain access to the Work from adjacent property, the CONTRACTOR shall erect appropriate temporary security fence as a first order of business. Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work areas and protect persons and domestic animals. At all times, the CONTRACTOR shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

4.41 Hazardous or Toxic Waste. When the CONTRACTOR's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste such operations shall be discontinued in the vicinity of the abnormal conditions and the ENGINEER shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the CONTRACTOR to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The CONTRACTOR's operations shall not resume until so directed by the ENGINEER.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the CONTRACTOR performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal.

4.42 Computation of Contract Time.

4.42.1 The CONTRACTOR shall perform fully, entirely and in accordance with the Specifications, the contracted Work within the Contract Time or as may be extended in accordance with the Contract Documents. The CONTRACTOR acknowledges that the allowable Contract Time is calculated with consideration given that significant Work is not normally accomplished on Saturdays, Sundays, COUNTY Legal Holidays and during seasonal inclement weather conditions common to Central Florida with accompanying normal delays in prosecution of Work on controlling items. The effect on job progress, as detailed in the Plans, has also been considered in the computation of the allowable Contract Time.

4.42.2 Adjusting Contract Time.

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4.42.2.1 The COUNTY may grant an extension of Contract Time when a Controlling Work Item is delayed by factors not anticipated or foreseeable at the time of Bid. Such extension of time may be allowed only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the agreement results in delays in the Controlling Work Items, such delays will be considered as a basis for granting credit to the Contract Time. Extensions of Contract Time will not be granted for delays due to the fault or negligence of the CONTRACTOR. Time extensions for delays caused by the effects of inclement weather are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the CONTRACTOR from productively performing Controlling Work Items resulting in:

(1) The CONTRACTOR being unable to work at least 50 percent of the normal Work day on pre-determined Controlling Work Items due to adverse weather conditions or;

(2) The CONTRACTOR must make major repairs to Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the CONTRACTOR, and providing that the CONTRACTOR was unable to Work at least 50 percent of the normal Workday on pre-determined Controlling Work Items.

The affect of utility relocation (temporary and permanent) and adjustment Work on job progress will be considered as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of utility Work not detailed in the Plans or utility Work detailed in the Plans which is not accomplished in reasonably close accordance with the schedule;

(2) Utility Work actually affected progress toward completion of Controlling Work Items; and,

(3) The CONTRACTOR took all reasonable measures to minimize the effect of utility Work on job progress including cooperative scheduling of his operations with the scheduled utility Work at the preconstruction conference, at Project meetings, and providing adequate advance notification was given to utility companies at Project meetings as to the dates on which their operations must be coordinated with the Contractor's operations to avoid delays.

(4) Such delays exceed thirty (30) impact to Controlling Work Items.

4.42.2.2 Extension of Contract Time under the provisions of these Contract Documents shall not entitle CONTRACTOR to additional compensation or form the basis for Contract Claims.

4.43 Rights In and Use of Materials Found On the Site of the Work.

4.43.1 Except as provided in the Plans and Specifications, all Materials which are not the property of the COUNTY or other persons, and all Material in structures removed by the CONTRACTOR, shall become the property of the CONTRACTOR and shall be disposed of by him. Such Materials shall not include earth or other excavated Material required for the construction of the Work. Materials from existing structures required to be removed and which are designated to remain the property of the COUNTY may generally be used by the CONTRACTOR during construction. Such

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material shall not be cut or otherwise damaged during removal unless permission is given, and shall subsequently be stored in an accessible location if so directed by the OWNER'S REPRESENTATIVE.

4.43.2 Any ornamental trees and shrubs existing within the limits of the Work, which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, or to be removed by others prior to the construction operations, shall become the property of the CONTRACTOR.

4.44 Final Cleaning Up of Job Site. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

4.45 Maintenance of Traffic.

4.45.1 The Maintenance of Traffic requirements of the Contract Documents are essential life safety requirements designed to assure the safety of the traveling public.

4.45.2 Project specific Maintenance of Traffic requirements may be set forth in the Supplementary Conditions. If Project specific Maintenance of Traffic requirements are set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic is deleted. If Project specific Maintenance of Traffic requirements are not set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic shall apply.

4.46 Pollution, Vibration and Noise Controls.

4.46.1 Scope of Work. The CONTRACTOR shall minimize noise, vibration, and air pollution caused by construction activities. The CONTRACTOR shall control the generation and disposal of solid and hazardous wastes.

4.46.2 Implementation.

4.46.2.1 Noise Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR shall comply with all COUNTY Ordinances and regulations dealing with noise abatement.

4.46.2.2 Vibration Control shall be in accordance with Federal, State, and COUNTY regulations. It is the CONTRACTOR's sole responsibility to prevent damage from vibration to adjacent structures and property.

4.46.2.3 Air Pollution Control shall be in accordance with Federal, State, and COUNTY regulations.

4.47 Dust and Waste Control.

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4.47.1 CONTRACTOR shall take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

4.47.2 Solid and Hazardous Waste Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR is solely responsible for the disposal of any hazardous waste that is generated by the CONTRACTOR's operation.

4.47.3 In order to implement these regulations, CONTRACTOR shall use the following procedures and techniques:

4.47.3.1 Air Pollution.

(a) Dust

(i) Cover loads of materials, debris and soil transported from construction sites.

(ii) As needed, wash trucks which haul soil from the site.

(iii) Water down construction sites as needed to suppress dust, during handling of excavation soil, debris or during demolition.

(b) Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(c) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities.

4.47.3.2 Solid and Hazardous Waste.

(a) Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. Hazardous material shall be disposed of at properly permitted disposal facilities.

(b) Haul routes for transporting solid or hazardous wastes shall comply with the requirements of state and local authorities.

4.48 Temporary Facilities.

4.48.1 Description. This section describes the CONTRACTOR'S responsibility for temporary facilities and utilities that the CONTRACTOR shall require during construction, unless otherwise specified in the Supplementary Conditions of this Project.

4.48.2 Scope.

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4.48.2.1 Provide temporary facilities required which may include, but are not necessarily limited to, the following:

- (a) Telephone (two lines at a minimum)
- (b) Storage sheds
- (c) Temporary water service
- (d) Temporary sanitary service
- (e) Temporary lighting and electrical service
- (f) Temporary fire protection
- (g) Temporary office trailers, including temporary utilities
- (h) Safety and Visitor Protection

4.48.2.2 Furnish and install temporary water service for use throughout construction period.

- (a) Water for construction purposes.
- (b) Water for other purposes:
 - (i) Testing
 - (ii) Temporary sanitary facilities
 - (iii) Cleaning
- (c) Drinking water.

4.48.2.3 Maintain adequate volume of water for all purposes.

4.48.2.4 Provide separate supply of potable water. If supplied from COUNTY source, the system shall be protected by approved back flow devices.

4.48.2.5 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable codes and standards.
- (b) Enforce sanitary practices.
- (c) Prevent abuse of services.
- (d) Prevent wasteful use of water.

4.48.2.6 Pay costs for temporary water supply used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

4.48.2.7 Requirements of Regulatory Agencies.

- (a) Obtain, pay for permits, fees, deposits required by governing authorities.
- (b) Comply with federal, state and local codes.

4.48.3 Temporary Electricity and Lighting.

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4.48.3.1 Furnish, install and maintain adequate temporary lighting and electric power service for construction needs throughout construction period. **ALL TEMPORARY ELECTRICAL FACILITIES SHALL MEET THE REQUIREMENTS OF ALL PERTINENT BUILDING CODES.**

4.48.3.2 Maintain strict supervision of use of temporary services.

- (a) Enforce conformance with applicable standards.
- (b) Enforce safe practices.
- (c) Prevent abuse of services.

4.48.3.3 Pay costs of, installation, maintenance and removal of temporary electrical services used.

4.48.3.4. Requirements of Regulatory Agencies.

- (a) Obtain and pay for permits as required by governing authorities.
- (b) Comply with applicable codes.
 - (i) National Electrical Code.
 - (ii) National Electrical Safety Code.
 - (iii) National Fire Protection Association Pamphlet.
 - (iv) Federal, state and local codes and utility company regulations.

4.48.3.5 Provide night security lighting at secured areas within construction limits at offices, storage facilities and excavated areas.

4.48.4 Temporary Sanitary Facilities.

4.48.4.1 Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

- (a) Potable water for construction personnel:
 - (i) Portable containers to dispense drinking water.
- (b) Enclosed toilet facilities for construction personnel.

4.48.4.2 Maintain strict supervision of use of facilities.

- (a) Enforce conformance with applicable standards.

- (b) Maintain, service and clean facilities.
- (c) Enforce proper use of sanitary facilities.

4.48.4.3 Cost of Installation and Operation.

- (a) Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
- (b) Pay service charges for use of portable units.
- (c) Pay costs of water or ice.

4.48.4. Facility Locations.

- (a) Within the project site.
- (b) Drinking water: Convenient to work stations.
- (c) Toilet and washing facilities:
 - (i) Secluded from public observation if possible.
 - (ii) Convenient for use of personnel in relation to work stations.

4.48.4.5 Requirements of Regulatory Agencies.

- (a) Obtain and pay for permits as required by governing authorities.
- (b) Comply with federal, state and local codes, and utility company regulations.

4.48.5 Contractor Employee Parking.

4.48.5.1 The CONTRACTOR is to submit a plan of intended parking areas prior to mobilizing on site.

4.48.5.2 The CONTRACTOR is to maintain strict supervision of use of the parking areas. The CONTRACTOR is to maintain, service and clean the areas.

4.48.6 Contractor Offices. This section is reserved for Project Specific. If this section is required for a particular project, further instructions to CONTRACTORS will be provided by the COUNTY in the Supplementary Conditions.

4.49 Photographs and Videos

4.49.1 CONTRACTOR shall provide the COUNTY with photographs of the existing conditions prior to construction, photographs taken monthly throughout progress of the Work, prior to requisition job meeting for Application for Payment..

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(a) Take photographs at beginning and completion of elements of construction.

- (i) Site clearing
- (ii) Excavations
- (iii) Foundations
- (iv) Structural framing
- (v) Enclosure of building
- (vi) Final Completion

(b) View and Quantities Required:

- (i) At each specified time, photograph the Project from average of four different views, SE, NE, SW, NW or as instructed by the OWNER'S REPRESENTATIVE.
- (ii) Provide three (3) prints of each view.

4.49.2 Costs of Photographs: The CONTRACTOR is responsible for all costs for specified photography and prints.

4.49.3 Prints:

- (a) Full Color
- (b) Paper: Single weight, neutral IMAGE TONE, WHITE BASE
- (c) Finish: Smooth surface, glossy
- (d) Size: 4 inch x 6 inch for all views
- (e) Identify each print on the back, listing:
 - (i) Name of the Project
 - (ii) Phase
 - (iii) Name of Contractor
 - (iv) Orientation of View
 - (v) Date and Time of View
 - (vi) Name and address of photographer and photographer's number identification of

exposure.

4.49.4 Technique:

- (a) Factual presentation
- (b) Corect exposure and focus
 - (i) High resolution and sharpness
 - (ii) Minimum distortion

4.49.5 Video. A video prior of start of any Work is required and the copy of the video must be submittted to the Owner's Representative.

4.50 Field Materials on Private Property. Work performed on private property when the COUNTY owns permanent easements for access, drainage facilities, or other purposes, may require excavation and the use of fill materials. The CONTRACTOR shall, when possible, backfill excavated lands with the fill materials originally excavated. In any event the filling of excavated lands shall be accomplished using material of substantial similarity to the excavated material.

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SECTION 5 - WORK BY OTHERS

5.1 Related Work At Site.

5.1.1 COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let other direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

5.1.2 CONTRACTOR shall afford each owner and contractor (or COUNTY, if COUNTY is performing the additional work with COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and Equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make it integrate properly with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their work with the written consent of OWNER'S REPRESENTATIVE and the others whose work will be affected.

5.1.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of COUNTY or any such other contractor or owner, CONTRACTOR shall inspect and promptly report to OWNER'S REPRESENTATIVE in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work. Wherever Work to be performed by CONTRACTOR is dependent upon the work of any separate contractor, CONTRACTOR shall: (1) coordinate his Work with the dependent work; (2) provide necessary dependent data and requirements; (3) supply or install items to be built into dependent work of others; (4) make provisions for dependent work; (5) check and verify dependent dimensions of previously placed work; (6) notify OWNER'S REPRESENTATIVE of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of any such Work; and (7) not proceed with any such Work until any unsatisfactory dependent conditions have been corrected. Installation of work by CONTRACTOR or by a Subcontractor in any given area shall constitute acceptance by CONTRACTOR or by such Subcontractor of all previously placed dependent work, subject to the exceptions previously noted.

5.1.4 If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Unless otherwise provided in the Supplementary Conditions, coordination with other contractors will be the responsibility of CONTRACTOR and neither COUNTY nor OWNER'S REPRESENTATIVE shall have any authority or responsibility in respect of such coordination.

5.2 Mutual Duties and Responsibilities.

5.2.1 Should CONTRACTOR cause damage to the work or property of any separate contractor or owner performing work at or contiguous to the site, or should any claim arising out of CONTRACTOR's performance of Work at or contiguous to the site be made by any separate contractor or utility owner against CONTRACTOR, COUNTY, OWNER'S REPRESENTATIVE, or ENGINEER

OF RECORD, CONTRACTOR shall promptly attempt to settle with such separate contractor or utility owner by agreement, or to otherwise resolve the dispute at equity or at law.

5.2.2 Should any separate contractor or owner cause damage to the Work or property of CONTRACTOR, or should the performance of work by any separate contractor or owner at or contiguous to the site give rise to any other claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with such separate contractor or owner by agreement, or to otherwise resolve the dispute at equity or at law. CONTRACTOR shall not institute any action, legal or equitable, against COUNTY, OWNER'S REPRESENTATIVE, ENGINEER OF RECORD, or their consultants directors, officers, agents, and employees or permit any action against them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability or recover damages from COUNTY, OWNER'S REPRESENTATIVE, ENGINEER OF RECORD or their consultants, directors, officers, agents, or employees on account of these.

5.2.3 In the event that COUNTY incurs costs contrary to the provisions of this subsection, COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

5.3 Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension in Contract Time; if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, OWNER'S REPRESENTATIVE, and ENGINEER OF RECORD, and their consultants, agents and employees for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

5.4 Contract Time Coordination.

5.4.1 CONTRACTOR shall give prompt written notice to COUNTY, OWNER'S REPRESENTATIVE and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others. Within seven (7) days thereafter, CONTRACTOR shall be required to deliver to OWNER'S REPRESENTATIVE proposed actions to either (a) prevent an adverse effect on the Progress Schedule of the other contractors arising from delays to the Work, or (b) prevent or overcome an adverse effect on the Progress Schedule for the Work arising from delays from another contract.

5.4.2 When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to OWNER'S REPRESENTATIVE and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

5.4.3 When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

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SECTION 6 - COUNTY'S RESPONSIBILITIES

6.1 General.

6.1.1 COUNTY shall generally issue all communications to CONTRACTOR through OWNER'S REPRESENTATIVE. However, communications related to Contract Claims under the Seminole County Purchasing Code, Policies and Procedures, shall be issued by the COUNTY's Purchasing Manager or County Manager.

6.1.2 In case of termination of the employment of OWNER'S REPRESENTATIVE, COUNTY shall appoint an OWNER'S REPRESENTATIVE whose status under the Contract Documents shall be that of the former OWNER'S REPRESENTATIVE.

6.1.3 COUNTY shall furnish the data required of COUNTY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Section 14.

6.1.4 COUNTY's duties in respect of providing lands and easements and surveys to establish reference points, and identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER OF RECORD in preparing the Drawings and Specifications are set forth in Section 4.

6.1.5 COUNTY will issue unilaterally or negotiate, at its discretion, Change Orders as provided in these Contract Documents.

6.1.6 COUNTY's responsibility in respect of certain inspections, tests and approvals is set forth in Section 13.

6.1.7 COUNTY may allow its consultants, agents, attorneys, employees, and others access to the site. CONTRACTOR shall cooperate with COUNTY in allowing such access.

SECTION 7. CHANGES IN THE WORK

7.1 Changes in the Work.

7.1.1 Without invalidating the Agreement and without notice to any Surety, COUNTY may, at any time, by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved (based on the conditions stated and other applicable conditions in the Contract Documents). If a change under this Section causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, COUNTY will make an adjustment as provided in Section 8.

7.1.2 COUNTY or OWNER'S REPRESENTATIVE may present to CONTRACTOR a change request requesting that CONTRACTOR submit a proposal for an adjustment in Contract Price or Contract Time or both for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data and the directions given in the change request within 14 days of receipt. Said proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be prepared and in sufficient detail and with documentation such that OWNER'S REPRESENTATIVE can (1) analyze all Material, labor, Equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the Work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Contract Documents of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with.

7.1.3 COUNTY or OWNER'S REPRESENTATIVE may give instructions which may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. Any instruction, direction, interpretation, or determination from COUNTY or OWNER'S REPRESENTATIVE which causes a change shall be treated as a change under this Section provided that CONTRACTOR gives OWNER'S REPRESENTATIVE written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to OWNER'S REPRESENTATIVE within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No Contract Claim, change or notice by CONTRACTOR will be allowed if asserted after Work has commenced on, or if notice is not provided within the stated time limit provided after receipt of, the instruction, direction, interpretation, or determination from COUNTY, OWNER'S REPRESENTATIVE, or any other source.

7.1.4 In making changes under this Section, COUNTY may give consideration to a notice, proposal or Contract Claim from CONTRACTOR, provided the notice, proposal or Contract Claim is presented in accordance with the requirements of this Section. CONTRACTOR shall provide COUNTY or OWNER'S REPRESENTATIVE any additional or supplemental information requested for purposes of evaluation of CONTRACTOR's submittal, but such requests by the COUNTY or OWNER'S REPRESENTATIVE will not constitute acceptance of the notice, proposal or Contract Claim.

7.1.5 OWNER'S REPRESENTATIVE will evaluate a change notice from CONTRACTOR, and COUNTY will review with CONTRACTOR the results of the evaluation before rendering a determination. If COUNTY, with the advice of OWNER'S REPRESENTATIVE, concurs that a change

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in the Work has occurred or been ordered, CONTRACTOR will be directed to submit a proposal for an adjustment. If COUNTY concludes that a change has not occurred or been ordered, COUNTY's determination shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days from receipt of such decision.

7.2 Change Orders and Change Requests.

7.2.1 Contract Price, Contract Time or scope of the Work shall be changed only by Change Order (unilateral or bilateral).

7.2.2 A Change Order duly executed by COUNTY and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential and cumulative costs and delays, and CONTRACTOR's execution of the Change Order represents a waiver of any and all rights to file a Contract Claim on account of that instrument. An executed Change Order constitutes an accord and satisfaction of all claims related to the Change Order.

7.2.3 COUNTY and CONTRACTOR shall execute Change Orders covering changes in the Work (including any necessary adjustments in Contract Price or Contract Time) which are ordered or agreed to by the parties, changes in Contract Price or Contract Time which are agreed to in total with reasonable promptness. Adjustments to Contract Price resulting from changed Work shall only be included in Applications for Payment after a Change Order has been duly executed.

7.2.4 A Change Order, duly executed by COUNTY, but not executed by CONTRACTOR, or executed by CONTRACTOR with a notice of reservation of rights to claim additional adjustments under a Contract Claim, shall become final and binding on CONTRACTOR as a unilateral Change Order, without consideration of the reservation of rights, unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days after receipt of that instrument.

7.3 Waivers.

7.3.1 No Contract Claim by CONTRACTOR for an adjustment under these Contract Documents shall be allowed for any costs, disruption, suspension, interference, inefficiency, constructive acceleration or delay incurred more than seven (7) days before CONTRACTOR gives written notice as required.

7.3.2 No Contract Claim by CONTRACTOR for an adjustment under this Section shall be allowed if made after the date of Final Payment.

7.3.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time.

7.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a Contract Claim under Section 11 such Contract Claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes it is entitled. Except as COUNTY and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled under Section 11 where such Contract Claim fails

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to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the Contract Claim, and (3) any Contract Claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

7.3.5 CONTRACTOR recognizes and accepts the notice provisions of these Contract Documents as material conditions of the Contract Documents and agrees to make no claim based upon COUNTY'S actual notice or lack of prejudice to the COUNTY.

SECTION 8 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

8.1 Changes in Contract Price or Contract Time. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for the Work. All duties, responsibilities, risks of every nature, and obligations assigned or undertaken by CONTRACTOR shall be at CONTRACTOR's sole expense without change in the Contract Price or Contract Time except as set out below.

8.2 Change Requests or Contract Claims Substantiating Adjustments.

8.2.1 Supporting data for any change request or Contract Claim by the CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. Said proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Such breakdown shall include itemizations by trade of all labor with man hours and hourly rates, Equipment with hours of use and rates, and Material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the Work, including copies of purchase orders, invoices and subcontract change orders.

8.2.2 CONTRACTOR change request or Contract Claim shall state in writing, and provide evidence that the amounts included cover all direct, supplemental, indirect, consequential, and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite CONTRACTOR's reasonable, prudent and diligent efforts to mitigate them.

8.2.3 CONTRACTOR change request and Contract Claim supporting data shall become due within seven (7) days of receipt of a change request or receipt by COUNTY of written notice of Contract Claim and shall remain firm for a period of not less than sixty (60) days from receipt by OWNER'S REPRESENTATIVE of the proposal or supporting data. Any delay in the submittal of change request or Contract Claim will not justify or constitute basis for an increase in Contract Price or Contract Time. Contract Claims shall be submitted on the forms provided in the Contract Documents.

8.2.4 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any Contract Claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Section 10 and this Section are not complied with.

8.2.5 Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the change request shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the Work involved.

8.2.6 Contract Claims shall cover all aspects of the Work involved, whether relating to deleted, added, revised, or impacted items of Work. Amounts for Subcontractors or Suppliers at any tier shall be equally supported.

8.2.7 Contract Claims for an adjustment in Contract Price or Contract Time shall not be valid unless submitted in accordance with Section 10 and this Section.

8.2.8 Contract Claims shall be resolved under the dispute resolution provisions of Chapter 220, Seminole County Purchasing Code & Procedures and the Contract Documents, Seminole County Code or successor provisions.

8.3 Methods for Determining Adjustments in Contract Price.

8.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered, negotiated pursuant to these General Conditions, or a Contract Claim, collectively to be referred to as the "Work involved," are limited to the following:

8.3.2 Where the Work involved is covered or is of the same character as Unit Price Work (whether the Work involved is within the Project limits or not), by application of those Unit Prices to the quantities of the items involved (subject to the provisions covering Unit Price Work). No additional allowances or charges shall be added to these Unit Prices.

8.3.3 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section.

8.3.4 By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the Work involved, determined as specified in this Section.

8.3.5 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 8.3.2, 8.3.3, or 8.3.4, COUNTY may direct CONTRACTOR to proceed with the Work involved on the basis of actual costs in accordance with this Section. When the cost of the Work basis is directed by COUNTY, COUNTY shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the Material and Equipment used and labor employed. Failure to submit this information for acknowledgement by the OWNER'S REPRESENTATIVE within one day after any part of the Work is performed shall result in any discrepancy between OWNER'S REPRESENTATIVE's records and CONTRACTOR's records being resolved in favor of the OWNER'S REPRESENTATIVE's records.

8.3.6 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 8.3.2, 8.3.3, or 8.3.4, and the COUNTY does not wish to proceed on a Cost of the Work basis as described in subsection 8.3.5, COUNTY with the advice of OWNER'S REPRESENTATIVE shall determine a reasonable adjustment of the Contract Price for the Work involved on the basis as described in Section 10 and this Section. The adjustment in Contract Price and Contract Time will be issued by unilateral Change Order and CONTRACTOR shall be paid on that basis. COUNTY's determination shall be final and binding unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such unilateral Change Order.

8.3.7 Where the Work involved is not covered by any of the preceding methods, and when payment is to be determined in any alternative dispute, resolution procedure or by a court of competent jurisdiction, it is agreed that the actual cost of the Work method shall be the appropriate method for determining the cost of the Work involved. Payroll, Equipment, Material and other costs will only be allowable when determined from daily time sheets which expressly correlate to the Work involved, were prepared while Work was in progress, clearly list actual units and usage, and were submitted to OWNER'S REPRESENTATIVE as the Work was performed. Costs, including but not limited to, office

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overhead and home office overhead of CONTRACTOR or subcontractors of every tier, shall not be derived from the computation of a rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methodology.

8.3.8 Anticipated or actual costs computed for the Work involved means the sum of all incremental costs which would be, or actually were, necessarily incurred by CONTRACTOR in the proper performance of the Work. Those costs shall be in amounts no higher than those prevailing in the locality of the Project or as allowed elsewhere in these Contract Documents, and shall include only the appropriate items for labor, Material, Equipment, and supplemental costs specified below.

8.4 Determining Cost Adjustments to Changes in Contract Price.

8.4.1 CONTRACTOR shall provide to OWNER'S REPRESENTATIVE proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Section.

8.4.2.1 Changes in the Contract Price made on the basis of the methods described in Section 8.3 shall be based upon the following: Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in furnishing and incorporating Materials or Equipment in the Work involved. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, Workers compensation, health and retirement benefits, vacation and Holiday pay, and other payments pursuant to union agreements but shall exclude profit sharing, bonuses, and similar remunerations. Labor charges shall be allowed only for hourly labor directly involved in the Work. Such personnel may include Working foreman at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Section. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by union agreements or by mutual agreement between COUNTY and CONTRACTOR prior to the commencement of the Work. The expenses of performing Work outside of normal Working hours, on weekends or Holidays, shall be included in the above to the extent authorized by COUNTY as set out in the Contract Documents.

8.4.2.2 Payments by CONTRACTOR to Suppliers for all Material and Equipment in the Work involved, including transportation and storage costs, and necessary Suppliers field services. All cash deposits shall accrue to COUNTY, if COUNTY advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. When required by COUNTY, CONTRACTOR shall obtain competitive bids from Suppliers in order to achieve a reasonable price. When determining Material and Equipment costs, actual invoices segregating items associated with Work involved shall be the record upon which actual costs shall be based.

8.4.2.3 Payments by CONTRACTOR to Subcontractors for Work involved performed by Subcontractors. When required by COUNTY, CONTRACTOR shall obtain competitive detailed bids from Subcontractors in order to achieve a reasonable price. When determining Subcontractor costs at any tier, the Subcontractor's Cost shall be determined in the same manner as CONTRACTOR's costs. All Subcontracts shall be subject to the provisions of this Section insofar as applicable.

8.4.2.4 Costs of field supplies consumed in the performance of the Work involved, and purchase costs of small tools used or consumed in the performance of the Work involved (and purchase cost less market value if used but not consumed) which are individually valued at less than \$1,000.00.

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Consumable shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and Equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. Costs of field supplies will be paid as a percentage of direct labor cost in an amount that shall not exceed the allowance shown in this Section.

8.4.2.5 Equipment costs required solely in connection with the Work involved reflecting rented or leased or owned Equipment cost for individual construction Equipment or machinery whose replacement value is in excess of \$1,000.00. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such Equipment is or was transported to the site solely to perform the Work involved. All Equipment costs shall cease when the Equipment is no longer necessary to perform the Work involved. Payroll costs for craft labor operating the Equipment shall be as in subsection 11.4. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

8.4.2.6 Rented or owned Equipment at the site, and not in actual use, shall be paid at the rates for rented Equipment, or on the basis of fifty percent (50%) of the rates for owned Equipment, respectively, as specified below. In no event shall the idle time claimed in a day exceed the established normal Working hours. Payments for idle Equipment shall come due only as long as the Equipment was idled solely by actions of COUNTY, and provided that the idle period exceeds that normally experienced for such Equipment.

8.4.2.7 Except as provided below, for Equipment rented or leased, CONTRACTOR shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts allowed exceed an hourly rate based on the monthly rates, listed in the most current and most appropriate Rental Rate Blue Book (Blue Book) published by Dataquest, Inc. for the area where the Project is located (presently 3 volumes, relating to Equipment of various ages) divided by 176 hours per month. Rates for Equipment not included in the Blue Book shall be interpolated or extrapolated from the information contained therein. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Blue Book. For multiple shift Work, the allowable Equipment rate for second or third shifts shall not exceed fifty percent (50%) of the adjusted base rate.

8.4.2.8 For Equipment rented or leased from lessor firms associated with or owned by CONTRACTOR, CONTRACTOR shall be entitled to reimbursement as though the Equipment was owned Equipment, as specified below.

8.4.2.9 For Equipment owned by CONTRACTOR, CONTRACTOR shall be entitled to costs based on billings established by his normal accounting practices, but in no event shall those costs exceed the maximum allowable costs for rented or leased Equipment.

8.4.2.10 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or Suppliers, or special Subcontractors; provided that those costs are or were authorized by COUNTY prior to proceeding with the Work involved, and only if their activities are not covered by costs included under subsection 11.4.

8.4.2.11 Sales, consumer, or similar taxes related to the Work involved, and for which CONTRACTOR is liable, royalty payments, and fees for permits and licenses, any of them related solely to the Work involved.

8.4.2.12 Deposits to be lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly to be employed by any of them or for whose acts any of them may be liable, related solely to the Work involved.

8.4.2.13 Increased costs of premiums for Bonds and Insurance resulting solely because of the Work involved.

**SECTION 9 - WARRANTY AND GUARANTEE, TESTS AND
INSPECTIONS, CORRECTION, REMOVAL
OR ACCEPTANCE OF DEFECTIVE WORK**

9.1 Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

9.2 Access to Work. COUNTY, OWNER'S REPRESENTATIVE, ENGINEER OF RECORD, their representatives, testing agencies and governmental entities with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

9.3 Tests and Inspections.

9.3.1 CONTRACTOR shall give OWNER'S REPRESENTATIVE timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by OWNER'S REPRESENTATIVE, ENGINEER OF RECORD, COUNTY or their agents may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

9.3.2 If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all related costs, schedule related activities at appropriate times, and furnish OWNER'S REPRESENTATIVE the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or OWNER'S REPRESENTATIVE's acceptance of a proposed manufacturer, fabricator, supplier or distributor of Materials or Equipment proposed to be incorporated in the Work, or of Material or Equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and OWNER'S REPRESENTATIVE.

9.3.3 The CONTRACTOR shall perform sufficient testing and inspection of the Work to support the Warranty and Guaranty requirements.

9.3.4 Neither observations by OWNER'S REPRESENTATIVE or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

9.3.5 If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective

Work, including costs of repeated procedures, compensation for OWNER'S REPRESENTATIVE's and ENGINEER OF RECORD's services and other related costs.

9.4 Uncovering Work.

9.4.1 If any Work that is to be inspected, tested or approved is covered without written concurrence of OWNER'S REPRESENTATIVE, it must, if requested by OWNER'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given OWNER'S REPRESENTATIVE timely written notice of CONTRACTOR's intention to cover such Work and OWNER'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

9.4.2 If OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be observed by OWNER'S REPRESENTATIVE or inspected or tested by others, CONTRACTOR, at OWNER'S REPRESENTATIVE's request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, Material and Equipment. If it is found that such Work is Defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the COUNTY due to delays to others performing additional Work, other contractual obligations, and attorneys' fees and COUNTY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Work is not found to be Defective, and subsection 9.4.1 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a Contract Claim therefor as provided in Section 7.

9.5 Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by OWNER'S REPRESENTATIVE, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by OWNER'S REPRESENTATIVE, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

9.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to Final Payment, COUNTY shall be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such Final Payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

9.7 COUNTY May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of OWNER'S REPRESENTATIVE to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by OWNER'S REPRESENTATIVE in accordance with this Section, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its

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rights under this subsection COUNTY shall proceed with reasonable promptness. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this subsection. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount documented by COUNTY, and COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, all corrective or replacement costs, compensation for additional professional services required and all costs of repair and replacement of property of others destroyed, impacted or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR shall not be allowed an increase in the Contract Price or the Contract Time because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY's rights hereunder.

9.8 Warranty Period.

9.8.1 The Warranty Period shall commence on the date of Final Completion of the entire Work, or a later date if so specified in the Contract Documents, and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.)

9.8.2 If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be Defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with COUNTY's or OWNER'S REPRESENTATIVE's written instructions, either correct that Defective Work, or if it has been rejected by COUNTY or OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including, but not limited to, in an emergency, COUNTY may have the defective Work corrected or the rejected Work removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and he shall reimburse COUNTY for all direct, indirect and consequential costs of COUNTY, or COUNTY shall be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to Final Payment. COUNTY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects.

9.9 Extended Warranties and Guarantees.

9.9.1 COUNTY may at its sole discretion advance or defer the date of commencement of the Warranty Period, in which case CONTRACTOR shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such advancement or deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by CONTRACTOR, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 7 and 8.

9.9.2 In circumstances where COUNTY undertakes partial utilization of a portion of the Work which was specifically identified in the Contract Documents, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

9.9.3 In special circumstances where CONTRACTOR fails to complete the Work or a separable portion of the Work within the corresponding Contract Time, including any authorized adjustments and COUNTY undertakes partial utilization, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

9.10 Special Maintenance Requirements. In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, is not placed in continuous service until the commencement of the Warranty Period, CONTRACTOR shall maintain the Work, or designated part, in good order and in proper Working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period, and for such maintenance CONTRACTOR shall receive no adjustment in Contract Price. In the event that Work suffers loss or damage, however caused, CONTRACTOR shall rebuild, repair, restore, and make good without an increase in Contract Price all losses or damages to any portion of any Work and shall without an increase in Contract Price provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection. Suspension of Work or the granting of an extension in Contract Time for any cause shall not relieve CONTRACTOR of his responsibility for the Work, or designated part, as specified in this subsection.

9.11 Extended Warranty Period Due to Defective Work. Any Defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section 9. If within such extended Warranty Period, that Work is once again found to be Defective, COUNTY shall be entitled to all of COUNTY's rights and remedies under this Section.

SECTION 10 - PAYMENTS TO CONTRACTOR AND COMPLETION

10.1 Schedules. The Contractor will not be entitled to receive a Progress Payment until the Progress Schedule is approved by the OWNER'S REPRESENTATIVE.

10.2 Application for Payment. Not later than the first day of each month, CONTRACTOR shall meet with OWNER'S REPRESENTATIVE to agree on quantities of Work completed and Materials on site to be used as the basis for an Application for Payment for the previous month. The COUNTY's Project manager shall review and approve a draft copy of the Application For Payment prior to OWNER'S REPRESENTATIVE and CONTRACTOR agreeing on the applicable figures. Using the agreed upon figures, OWNER'S REPRESENTATIVE shall generate the Application for Payment and deliver it to CONTRACTOR for completion and signature. CONTRACTOR shall submit the signed Application for Payment to OWNER'S REPRESENTATIVE, accompanied by such supporting documentation as is required by the Contract Documents and also as OWNER'S REPRESENTATIVE may reasonably require.

10.2.1 On each Application for Payment, CONTRACTOR shall (1) list the name and address of each of its Subcontractors and Suppliers who have performed Work or provided supplies or Material during the time period of Work reflected by the Application; (2) submit certified payroll sheets for his own forces and all Subcontractors for the month preceding this application; and, (3) submit a monthly updated Progress Schedule including cash flow projections. After the first Application for Payment, CONTRACTOR shall include an affidavit stating that all previous progress payments received on account of the Work have been applied (1) to discharge CONTRACTOR's obligations and (2) to pay in full (less retainage) all amounts owed to its Subcontractors and Suppliers reflected in prior Applications for Payment. CONTRACTOR shall on the Application for Payment form note and explain when it has not discharged its obligations or paid in full (less retainage) all amounts owed as stated above.

10.2.2 The CONTRACTOR shall submit partial releases of liens from all Subcontractors and Suppliers in a form satisfactory to the COUNTY, prior to processing any Pay Applications.

10.2.3 Neither COUNTY or OWNER'S REPRESENTATIVE is under any duty or obligation whatsoever to any Subcontractor, Supplier, laborer or any other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made.

10.3 Stored Materials.

10.3.1 COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. In no event shall payments for Materials and Equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of Work shown in the schedule of values regardless of the stated value of the Material or Equipment. COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work and stored off site. When payment to CONTRACTOR is made for stored Material and Equipment, CONTRACTOR shall submit invoices marked paid by the Supplier with the Application for Payment following payment to CONTRACTOR documenting that CONTRACTOR has paid for said Materials and Equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored Materials and Equipment not so properly documented.

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10.3.2 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but delivered and suitably stored at the site or at a bonded warehouse, the Application for Payment shall be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the Material and Equipment and protect COUNTY's interest therein, including applicable insurance. In no event shall the quantity of Material and Equipment submitted for payment be in excess of the actual final installed quantity. COUNTY may deduct from the final Application for Payment amounts paid CONTRACTOR for Material and Equipment not finally installed in the Work.

10.3.3 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but stored off site, the CONTRACTOR shall store all off site Materials and Equipment in a bonded warehouse. The shipping yards of manufacturers or suppliers are not suitable off site storage sites.

10.3.4 Without limitation, the CONTRACTOR shall assume all risk of loss and be solely responsible for all stored Materials and Equipment on-site, off-site stored in bonded warehouses including, but not limited to, stored Materials paid under prior Applications For Payment.

10.4 CONTRACTOR's Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work, Materials and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

10.5 Review and Payment.

10.5.1 OWNER'S REPRESENTATIVE must approve all Applications For Payment prior to recommending payment to the COUNTY. Applications For Payment shall be processed in accordance with Chapter 218, Part VII, "Florida Prompt Payment Act" including all applicable provisions for OWNER'S REPRESENTATIVE's review time.

10.5.2 OWNER'S REPRESENTATIVE's recommendation of any payment requested in an Application for Payment will constitute a representation by OWNER'S REPRESENTATIVE to COUNTY, based on on-site observations of the Work in progress and on OWNER'S REPRESENTATIVE's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that to the best of OWNER'S REPRESENTATIVE's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project prior to or upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; or to any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, OWNER'S REPRESENTATIVE will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, Materials or Equipment has passed to COUNTY free and clear of any lien.

10.5.3 OWNER'S REPRESENTATIVE may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to COUNTY. OWNER'S REPRESENTATIVE may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously

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recommended to such extent as may be necessary in OWNER'S REPRESENTATIVE's opinion to protect COUNTY from loss or anticipated loss because: (1) the Work is Defective, or completed Work has been damaged requiring correction or replacement or, (2) written Contract Claims have been made against COUNTY or Liens have been filed in connection with the Work or, (3) the Contract Price has been reduced because of Change Order or, (4) COUNTY has been required to correct Defective Work or complete the Work or, (5) of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents or, (6) of CONTRACTOR's failure to make payment to Subcontractors, Suppliers or for labor, or (7) of CONTRACTOR's failure to provide acceptable schedule submittals for inclusion into the Application for Payment or, (8) of CONTRACTOR's failure to properly maintain and submit with Application for Payment Record Documents.

10.6 Retainage.

10.6.1 The value of each Application for Payment shall be equal to the total value of the Work performed to date, less an amount retained in accordance with Chapter 218.735, Part VII "Florida Prompt Payment Act", and less payments previously made and amounts withheld in accordance with the Contract Documents.

10.6.2 Retainage under the Contract Documents is held by COUNTY as collateral security to assure completion of the Work.

10.7 Overpayment. Any overpayment by COUNTY to CONTRACTOR shall be promptly repaid to COUNTY upon demand.

10.8 Final Application for Payment.

10.8.1 After CONTRACTOR has completed all corrections to the satisfaction of COUNTY and OWNER'S REPRESENTATIVE as verified by Final Inspection and delivered all maintenance and operating instructions, schedules, guarantees, warranties, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and acceptable to COUNTY, and after OWNER'S REPRESENTATIVE has indicated that Work is acceptable, CONTRACTOR may make application for Final Payment following the procedure for Applications for Payment.

10.8.2 The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as OWNER'S REPRESENTATIVE may reasonably require, together with complete and legally effective releases or waiver (satisfactory to COUNTY) of all Liens and Contract Claims arising out of or filed in connection with the Work. In lieu thereof and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full with an affidavit of CONTRACTOR that the releases and receipts include all labor, services, Material and Equipment for which a Lien or Contract Claim could be filed, and that all payrolls, Material and Equipment bills and other indebtedness in connection with the Work for which COUNTY might in any way be responsible, have been paid or otherwise satisfied. COUNTY shall require consent of the Surety to Final Payment.

10.9 Final Payment and Acceptance.

10.9.1 If, on the basis of OWNER'S REPRESENTATIVE's observations of the Work during construction and Final Inspection, and OWNER'S REPRESENTATIVE's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, OWNER'S REPRESENTATIVE will, within twenty days after receipt of the final Application for Payment, indicate in writing its recommendation of payment and present the Application to COUNTY for payment. Thereupon OWNER'S REPRESENTATIVE will give written notice to COUNTY and CONTRACTOR that the Work is acceptable and that all documents required for the close-out of the project have been reviewed and approved by the Owner's Representative. Otherwise, OWNER'S REPRESENTATIVE will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, COUNTY shall, within twenty days after receipt from OWNER'S REPRESENTATIVE, pay CONTRACTOR the amount due giving consideration to the recommendations of OWNER'S REPRESENTATIVE, but not being bound thereby.

10.9.2 After receipt of the OWNER'S REPRESENTATIVE's written notice that the Work is acceptable and prior to Final Payment, CONTRACTOR shall submit an affidavit, in a form acceptable to COUNTY, certifying that the Bonds and insurances required under Section 5 are in effect and will not be allowed to expire for the required period of time.

10.10 Waiver of Claims.

10.10.1 The making and acceptance of Final Payment shall constitute:

10.10.2 A waiver of all claims by COUNTY against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection, from fraud or gross negligence or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein or the terms of any Bonds; however, it shall not constitute a waiver by COUNTY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

10.10.3 A waiver of all Contract Claims, requests for equitable adjustment or claims of any nature by CONTRACTOR against COUNTY, OWNER'S REPRESENTATIVE, and ENGINEER OF RECORD.

10.11 COUNTY's Obligations.

10.11.1 In no event shall any interest be due and payable to CONTRACTOR on any of the sums retained by COUNTY pursuant to any of the terms or provisions of any of the Contract Documents.

10.11.2 Any provision to the contrary notwithstanding, COUNTY shall not be obligated to make any payment to CONTRACTOR and may withhold partial payments if any one or more of the following conditions exists: (1) COUNTY has reason to believe CONTRACTOR is in default of any of its obligations or otherwise is in default under any of the Contract Documents; (2) Any part of such payment is attributable to Work which is Defective; (3) CONTRACTOR has failed to make payments promptly to

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Subcontractors and Suppliers or for labor and Material for which COUNTY has made payment to CONTRACTOR; (4) If COUNTY, in its good faith judgment, determines that the portion of the Contract Price remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents; (5) CONTRACTOR has failed to maintain progress of the Work in accordance with the Progress Schedule or CONTRACTOR has failed to meet an interim completion date or the Substantial or Final Completion Date.

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GENERAL CONDITIONS

10.12 Partial Utilization.

10.12.1 Use by COUNTY of completed portions of the Work may be accomplished at the option of COUNTY prior to Substantial Completion of all the Work subject to the following:

10.12.1.1 COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any part of the Work which COUNTY believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to COUNTY that said part of the Work is substantially complete and request OWNER'S REPRESENTATIVE to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and OWNER'S REPRESENTATIVE in writing when CONTRACTOR considers that a portion of the Work which has been identified in the Contract Documents as eligible for Partial Utilization is substantially complete. Within a reasonable time thereafter, COUNTY, CONTRACTOR, and OWNER'S REPRESENTATIVE shall make an inspection of that part of the Work to determine its status of completion. If OWNER'S REPRESENTATIVE does not consider that part of the Work to be substantially complete, OWNER'S REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefor. If OWNER'S REPRESENTATIVE considers that part of the Work to be substantially complete, OWNER'S REPRESENTATIVE will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, and attaching a list of minor items as to that part of the Work to be completed or corrected before Final Payment.

10.12.1.2 Prior to issuing a certificate of Substantial Completion as to part of the Work, OWNER'S REPRESENTATIVE will deliver to COUNTY and CONTRACTOR a written recommendation as to the division of responsibilities pending Final Payment between COUNTY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance and the Warranty Period for that part of the Work. COUNTY shall have the right to exclude CONTRACTOR from any part of the Work which OWNER'S REPRESENTATIVE has so certified to be substantially complete, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items described above.

10.12.1.3 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, COUNTY and CONTRACTOR have agreed in writing as to the division of responsibilities between COUNTY and CONTRACTOR for security, operations, safety, maintenance, Warranty Period, utilities and insurance with respect to such facility. During such utilization and prior to Substantial Completion of that portion of the Work, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items and to complete other related Work.

10.13 Substantial Completion.

10.13.1 When CONTRACTOR considers the entire Work to have progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to OWNER'S REPRESENTATIVE, certify that the entire Work is substantially complete, submit to OWNER'S REPRESENTATIVE all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and

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request that OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within a reasonable time thereafter, COUNTY, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of the Work to determine the status of completion. If OWNER'S REPRESENTATIVE does not consider the Work substantially complete, OWNER'S REPRESENTATIVE will notify CONTRACTOR in writing giving the reasons therefor. CONTRACTOR shall then accomplish the requisite Work and then recertify that the entire Work is substantially complete. If OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S REPRESENTATIVE will prepare and deliver to CONTRACTOR and COUNTY a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Payment. CONTRACTOR shall continue to be responsible for maintaining the Work until the date of certification of Substantial Completion, or longer if so required by the Contract Documents.

10.13.2 After the date of Substantial Completion, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

10.14 Final Inspection. Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, OWNER'S REPRESENTATIVE will make an inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, non-conforming or Defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies, and notify OWNER'S REPRESENTATIVE upon completion. The Final Inspection by OWNER'S REPRESENTATIVE with COUNTY and CONTRACTOR will verify completion of all items.

10.15 CONTRACTOR's Continuing Obligation. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by OWNER'S REPRESENTATIVE, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR nor any Partial Utilization by COUNTY nor any act of acceptance by COUNTY nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor the issuance of a notice of acceptability by OWNER'S REPRESENTATIVE, nor any correction of Defective Work by COUNTY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of Contract Claims at the time of making and acceptance of Final Payment.

10.16 Deleted Work. The COUNTY shall have the right to cancel the portions of the Agreement relating to the construction of any item therein by the payment to the CONTRACTOR of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by order of the OWNER'S REPRESENTATIVE.

10.17 Partial Payments.

10.17.1 General. The CONTRACTOR will receive partial payments on monthly estimates based on the amount of Work done or completed (including delivery of certain Materials, as specified herein). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment. The amount of

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such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the Unit Prices, less an amount retained and less payments previously made.

10.17.2 Withholding Payment for Defective Work. Should any defective Work or Material be discovered prior to the Final Acceptance, or should a reasonable doubt arise prior to Final Acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes for doubt removed.

SECTION 11 - SUSPENSION OF WORK AND TERMINATION

11.1 COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by OWNER'S REPRESENTATIVE or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Maintenance of Traffic requirements of the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through OWNER'S REPRESENTATIVE or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or OWNER'S REPRESENTATIVE to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of OWNER'S REPRESENTATIVEs, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

11.2 Suspension for Convenience.

11.2.1 Without invalidating the Contract Documents, and without notice to any surety, COUNTY may, at any time, order CONTRACTOR in writing to stop, delay or interrupt Work for such a period of time as COUNTY may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

11.2.2 If any suspension of Work under this subsection causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, COUNTY shall make a change in Contract Price or Contract Time, as provided in Section 5 and 6; except that no change in Contract Price or Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Section 6, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

11.3 Termination for Cause.

11.3.1 COUNTY may upon the occurrence of any one or more of the following events terminate the services of CONTRACTOR:

11.3.1.1 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

11.3.1.2 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

11.3.1.3 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled Workers, sufficient supervisory personnel, or suitable Materials or Equipment or failure to adhere to the Progress Schedules);

11.3.1.4 If CONTRACTOR discontinues prosecution of the Work or any portion thereof;

11.3.1.5 If CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days;

11.3.1.6 If CONTRACTOR disregards laws, policies, court orders, or administrative directives, etc. of any governmental body, agency or court having jurisdiction;

11.3.1.7 If CONTRACTOR disregards the authority of OWNER'S REPRESENTATIVE;

11.3.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents; or

11.3.1.9 If CONTRACTOR fails to promptly pay Subcontractors, Suppliers, Materialmen, Laborers, etc.

11.3.2 As it is recognized that if CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such could impair or frustrate CONTRACTOR's performance of the Work, therefore it is agreed that upon occurrence of any such event, COUNTY shall be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to provide said adequate assurance within seven (7) days of the delivery of the request shall entitle COUNTY to terminate CONTRACTOR. In all events pending receipt of adequate assurance of performance and actual performance in accordance herewith, COUNTY shall be entitled to proceed with the Work with its own forces or with their contractors on a time and Material or other appropriate basis the cost of which will be back charged against CONTRACTOR. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

11.3.3 COUNTY may, after giving CONTRACTOR and Surety seven (7) days written notice, and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as COUNTY may deem expedient. CONTRACTOR shall assign all of its interest in any or all Subagreements to COUNTY upon COUNTY's request. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of OWNER'S REPRESENTATIVES, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs

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exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY. If CONTRACTOR leaves the site at any time during the seven day period, COUNTY shall have the right to secure the site to protect the property from damage and to insure the health and safety of the public.

11.3.4 Notwithstanding the above notice period, in the event of an emergency, the COUNTY may take over the site and perform any or all of the activities set out above immediately. COUNTY shall provide notice of such takeover within 24 hours after its occurrence.

11.3.5 Where CONTRACTOR's services have been terminated by COUNTY, the termination shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment due CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

11.3.6 COUNTY may, at its sole discretion, permit CONTRACTOR to continue to perform Work when CONTRACTOR is in default, however caused. Such a decision by COUNTY shall in no way operate as a waiver on the part of COUNTY of any of its rights under the Contract Documents.

11.4 Termination for Convenience.

11.4.1 COUNTY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part at any time for its convenience by giving CONTRACTOR and Surety seven (7) days written notice. COUNTY shall have the right, in that event, to take over any or all of CONTRACTOR's Materials, (whether stored on or off site) supplies, Equipment, Subagreements or other obligations to complete the Work and CONTRACTOR shall assign them to COUNTY upon COUNTY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by COUNTY, and shall settle all its Contract Claims and obligations under the Agreement.

11.4.2 In any such termination for the convenience of COUNTY, CONTRACTOR shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses overhead and profit on uncompleted Work and any type of wrongful termination damages. CONTRACTOR shall justify its Contract Claims as requested by COUNTY with thorough, accurate records and data.

11.4.3 If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of COUNTY. In such event CONTRACTOR may recover from COUNTY payment in accordance with subsection 11.4.2.

SECTION 12 - MISCELLANEOUS

12.1 Giving Notice

12.1.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

12.1.2 Written notice to be delivered to COUNTY or OWNER'S REPRESENTATIVE or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or OWNER'S REPRESENTATIVE shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

12.2 Notice to Other Agencies. CONTRACTOR shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. COUNTY or OWNER'S REPRESENTATIVE shall not be responsible for any such notification.

12.3 Computation of Time. When any period of time is referred to in the Contract Documents by Days, it shall be computed to include the first and the last Day of such period. If the last Day of any such period falls on a Saturday or Sunday or on a Holiday, such Day shall be omitted from the computation.

12.4 Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

12.5 No Conflict with Laws or Regulations.

12.5.1 The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

12.5.2 The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

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12.5.3 Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

12.6 Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

12.7 No Waiver of Rights, Duties.

12.7.1 Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the COUNTY, OWNER'S REPRESENTATIVE, COUNTY's Representative(s), or CONTRACTOR on one or more occasions shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach thereunder.

12.7.2 All representations, indemnities, warranties and guarantees required by the Contract Documents, including the Warranty Period shall survive Final Payment and termination or completion of the Agreement.

12.8 Advertising. No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, Work product(s), or performance of CONTRACTOR under the Contract Documents or the Project to which it relates shall be at the sole discretion of COUNTY.

12.9 Recovery of Damages. In no event shall CONTRACTOR be entitled to recover from COUNTY any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or breach thereof. In the event that subsection 12.1.7 is found by a court of competent jurisdiction to be void, inapplicable or in the event that subsequent legislation renders such provisions void or inapplicable, then no formula based or total cost approaches including, but not limited to, the Eichleay, Allegheny, Burden Fluctuation or other similar formula based methods shall be used to compute damages. CONTRACTOR shall base all damage claims upon Cost and Pricing Data at the time of the occurrence of the event upon which the damage claims are based.

12.10 Recovery of Interest. Any prejudgment or postjudgment interest assessed against either party to this Agreement shall be assessed at the rate provided by Florida law or four percent (4%) per annum, whichever is less.

12.11 Notice of Claims. The contractual limitations periods for filing Contract Claims or other claims for increases in Contract Price, Contract Time, or any other claim of any nature set forth in the Contract Documents shall be controlling. However, in the event that no limitations periods is established in the Contract Documents for the specific type of claim asserted then, the parties agree that all such claims shall be made in writing with complete supporting documentation to the persons designated to receive such claims (CONTRACTOR's Superintendent, OWNER'S REPRESENTATIVE and

COUNTY's Purchasing Manager) no more than 7 days after the occurrence of the event giving rise to any such claim, or else any such claim shall be waived and deemed invalid.

12.12 Waiver of Jury Trial. The parties expressly waive any right to jury trials under Florida law.

12.13 Attorney Fees. The parties expressly agree that each party shall be solely responsible for their own attorney's fees and costs incurred in any negotiation, alternative dispute resolution procedure, or litigation related to or arising out of these Contract Documents.

SECTION 13 - MEASUREMENT AND PAYMENT

13.1 Measurement of Quantities.

13.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract Documents shall be measured, by the OWNER'S REPRESENTATIVE, according to United States Standard Measures.

13.1.2 Method of Measurements: Unless otherwise provided by in the Specifications for the particular items involved, all measurements shall be taken horizontally or vertically.

13.1.3 Determination of Pay Areas:

13.1.3.1 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be determined by calculation, the lengths or widths to be used in the calculations shall be the station to station dimensions shown on the Plans; the station to station dimensions actually constructed within the limits designated by the OWNER'S REPRESENTATIVE; or the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by the OWNER'S REPRESENTATIVE. The method or combination of methods of measurement shall be those which will reflect with reasonable accuracy the actual surface area of the finished Work as determined by the OWNER'S REPRESENTATIVE.

13.1.3.2 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the Plan quantity, the final pay quantity shall be the plan quantity subject to subsection 9.3. Generally the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

13.2 Scope of Payments.

13.2.1 For any item of Work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the Unit Price (or lump sum price) for the pay item or items shall include all labor, Equipment, Materials, tools, overhead expenses, profit, and incidentals required for the complete item of Work, including all requirements of the section specifying such item of Work, except as specifically excluded from such payments.

13.2.2 If the Bid Form contains a bid item price for mobilization, partial payments will be made therefore in accordance with the following:

Percent of Original Contract	Allowable Percent of the Lump Sum
5	25
10	50
25	75
50	100

Partial Payments for any project will be limited to 10 percent of the original contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

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13.3 Compensation for Altered Quantities.

13.3.1 Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

13.3.2 Payment Based on Plan Quantity.

13.3.2.1 Where the pay quantity for any item is designated to be the original plan quantity, such quantity will be revised only in the event that it is determined to be substantially in error. An error shall be deemed substantial if the quantity will increase or decrease in excess of five percent of the original plan quantity for that item or the amount due for that item will increase or decrease in excess of \$500 (whichever is smaller). In general, such revisions will be determined by final measurement or plan calculations or both as additions to or deductions from plan quantities. In the event either the COUNTY or the CONTRACTOR contends that the plan quantity for any item is in error and additional or less compensation is thereby due, he shall submit, at his own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The plan quantity will not be revised solely on the basis of a particular method of construction selected by the CONTRACTOR. For earthWork items, any significant differences in the original ground surfaces from that shown in the original plan cross sections which would result in an adjustment to the plan quantity, must be noted by the CONTRACTOR and properly documented by appropriate level notes, acceptable to both the CONTRACTOR and the COUNTY, prior to disturbance of the original ground surface by construction operations to the extent that the original ground surface elevations in question cannot be documented. Any Contract Claim based upon significant differences in the original ground surface must be supported by documentation as provided above. A significant difference in the earthWork surface is defined as a consistent difference in elevation, either up or down, averaging in excess of 0.3 foot over a length of 500 feet in any one area, or an equivalent volume in any individual roadway area of a lesser distance.

13.3.2.2 Where the pay quantity for any item is designated to be the original plan quantity and a plan change which results in an increase or decrease in the quantity of that item is authorized, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for the item in excess of \$100. In general, such revisions will be determined by final measurement or plan calculations or both.

13.3.2.3 The limitations set out in subsections 13.3.2.1 and 13.3.2.2 do not apply:

(1) Where these Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness.

(2) Where the Specifications provide for a deduction due to test results falling outside of the allowable Specification tolerances.

SECTION 14 – LIQUIDATED DAMAGES

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its public will suffer financial loss if the work is not substantially completed as described in Section of this Agreement within the time specified, plus any extensions thereof as may be allowed in amendments to this Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the public suffered by the COUNTY if the work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWELVE HUNDRED AND FIFTY AND 00/100 DOLLARS (\$1,250) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is substantially complete. It is also agreed that if this work is not finally completed in accordance with this Agreement, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the work.

SECTION 15 - ALTERNATIVE DISPUTE RESOLUTION

- (a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.
- (b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY protest procedures.
- (c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 16 - INDEMNIFICATION OF COUNTY

CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

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GENERAL CONDITIONS

**CC-3220-08/DMR
SEMINOLE COUNTY, FLORIDA
PROVISIONS FOR
CONTRACTOR'S INSURANCE**

Section 1 GENERAL

The CONTRACTOR shall not commence Work until the CONTRACTOR has, at the CONTRACTOR's own cost, procured the insurance required under this Section and such insurance has been approved by the County's Risk Management Division.

1.1 Before commencing Work, the CONTRACTOR shall furnish the County's Purchasing Department with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 3. The Certificate of Insurance shall provide that the County's Purchasing Department shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the County's Purchasing Department with a renewal or replacement Certificate of Insurance not less than thirty (30) days before the expiration or replacement of the insurance for which a previous certificate has been provided.

1.2 The Certificate shall contain a statement that it is being provided in accordance with the Contract Documents and that the insurance is in full compliance with the requirements of the County. Provide further, that in lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the County's Purchasing Department submit a sworn and notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Contract Documents and that the insurance is in full compliance with the requirements of the Contract Documents.

1.3 In addition to providing the Certificate of Insurance pursuant to the above, if required by the County's Purchasing Department, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the County's Purchasing Department with a certified copy of each of the policies of insurance providing the coverage required by Section 3.

1.4 Before commencing Work, the CONTRACTOR shall (except as permitted under Section 3.4.5 furnish the County's Purchasing Department with the original of the policy or policies of insurance evidencing the insurance required by Section 3, upon request, and the original or certified copy of the policy or policies of insurance evidencing the insurance required by Section 3 as appropriate. The policy or policies of insurance shall be signed by the authorized representative of the insurer(s). Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the County's Purchasing Department with renewal or replacement policies of insurance, as required by this Section not less than thirty (30) days before the expiration or replacement of the policies which have previously been provided.

1.5 Neither approval by the County's Purchasing Department nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for liability, damages and accidents.

1.6 Deductible/self-insured retention amounts shall be subject to approval by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The insurer's cost of defense including attorney's fees (and attorney's fees on appeal) shall not be included within the policy coverage but shall remain the responsibility of insurer.

1.7 All policies of insurance required to be purchased and maintained by CONTRACTOR shall provide for the insurer's consent by endorsement or otherwise permitting the COUNTY to occupy or use any completed or partially completed portion of the Work and providing that such use does not invalidate or void the insurance coverage.

1.8 If not covered under the "all risk" insurance, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work including all Materials stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

1.9 In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and CONTRACTOR as their interests may appear.

1.10 The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this Section will be borne by CONTRACTOR.

1.11 Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, shall in no way relieve or decrease the liability of CONTRACTOR. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance at once.

1.12 COUNTY's authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

1.13 Named Insured: The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees must be included as named insured.

Section 2 INSURANCE COMPANY REQUIREMENTS

Insurance companies providing the insurance under the Contract Documents must meet the following requirements.

2.1 Such companies must be either (a) authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida or (b) with respect only to the coverage required by Section 3.1 (Workers' Compensation/Employers' Liability) authorized as a group self-insurer by Florida Statute 440.57.

2.2 In addition, such companies other than those authorized by Florida Statute 440.57 shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3 If, during the period which an insurance company is providing the insurance coverage required by the Contract Documents, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Florida Statute 440.57, or 3) fail to maintain the Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the County's Purchasing Department and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of the Contract Documents. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the County's Purchasing Department, the CONTRACTOR shall be deemed to be in default of the Contract Documents.

Section 3 SPECIFICATIONS

Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Contract Documents, the insurance shall become effective prior to the commencement of Work by the CONTRACTOR and shall be maintained in force until Final Completion or such other time as required by the Contract Documents. The amounts and types of insurance shall conform to the following minimum requirements.

3.1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY (MANDATORY - NO EXCEPTIONS)

3.1.1. The CONTRACTOR's insurance shall cover the CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

3.1.2. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

3.2. COMMERCIAL GENERAL LIABILITY

3.2.1. The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

3.2.2. The CONTRACTOR shall maintain separate limits of coverage applicable only to the Work performed under the Contract Documents. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	<u>Limits</u>
General Aggregate Limit (Other than Products) (Completed Operations)	\$ -PER REQUIRED LIMITS
Products-Completed Operations Aggregate Limit	\$ - PER REQUIRED LIMITS
Personal & Advertising Injury Limit	\$ - PER REQUIRED LIMITS
Each Occurrence Limit	\$ - PER REQUIRED LIMITS
Fire Damage Limit	\$ nil
Medical Expense Limit	\$ nil

3.2.3. The CONTRACTOR (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of three years after Final Completion. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements. The CONTRACTOR shall maintain separate limits of coverage applicable specifically to the Work performed under the Contract Documents. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) with amounts specified for each project:

	<u>Limits</u>
Products-Completed Operations Aggregate Limit	\$ - PER REQUIRED LIMITS
Each Occurrence Limit	\$ - PER REQUIRED LIMITS

3.3 BUSINESS AUTO POLICY

3.3.1. The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard

Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

3.3.2. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the Work under the Contract Documents. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three times the per accident limit required and shall apply separately to each policy year or part thereof.

3.4 OWNERS PROTECTIVE LIABILITY COVERAGE

3.4.1. The CONTRACTOR shall provide the County's Purchasing Department with an Owners and CONTRACTORS Protective Liability Policy (OCP Policy). The policy shall cover the Board of County Commissioners of Seminole County, Florida for all sources of liability which would be covered by the latest edition of the standard Owners and CONTRACTORS Protective Liability Coverage Form - Coverage for Operations of Designated CONTRACTOR (ISO Form CG 00 09), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

3.4.2. The Board of County Commissioners of Seminole County, Florida shall be the named Insured on the OCP Policy. The policy shall be endorsed to include the COUNTY's officials, officers and employees as insureds. The OCP Policy shall include the CONTRACTOR and the CONTRACTOR's subCONTRACTORS of every tier as designated in the declarations.

3.4.3. The minimum OCP Policy limits to be provided by the CONTRACTOR (inclusive to any amounts provided by an Umbrella or Excess policy) shall be per occurrence combined single limit for bodily injury liability and property damage liability. If the OCP Policy limits are subject to an aggregate, the separate aggregate limits to be provided by the CONTRACTOR shall be a minimum of three times the per occurrence limit required and shall apply separately to each policy year or part thereof. The limits afforded by the OCP Policy (or Excess policy if any) shall apply only to the Board of County Commissioners of Seminole County, Florida and the COUNTY's officials, officers and employees and only to claims arising out of or in connection with the Work under the Contract Documents.

3.4.4. Notice of Cancellation and/or Restriction: A policy must be specifically endorsed to provide the County's Purchasing Department with thirty (30) days notice of cancellation and/or restriction.

3.4.5. As an alternative to providing the COUNTY with Owners Protective Liability Coverage, CONTRACTOR may satisfy the requirements of this Section by naming the Owner (and if required, the Engineer) as Additional Insured on the CONTRACTOR's Commercial General Liability policies (inclusive of any amounts provided by an Umbrella or Excess policy). In this event, such policies must be endorsed to provide the COUNTY (and, if required, the Engineer) with thirty (30) days notice of cancellation and/or restriction.

3.5 BUILDER'S RISK

When a Work includes construction of and/or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

3.5.1. Form: All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30.

3.5.2. Amount of Insurance: 100% of the completed value of such addition(s), building(s) or structure(s).

3.5.3. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide the Builder's Risk coverage and will continue to apply until final acceptance of the building(s), addition(s), or structure(s) by the COUNTY.

3.5.4. Maximum Deductible: \$5,000 each claim.

3.5.5. Named Insured: The Board of County Commissioners of Seminole County, Florida, its officials, or officers and employees must be included as named insured.

3.5.6. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the County's Purchasing Department with thirty (30) days notice of cancellation and/or restriction.

3.5.7. Flood Insurance: When buildings or structures are located within an indemnified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

3.6 INSTALLATION FLOATER

If the Work includes the installation of machinery and/or equipment into an existing structure, the following insurance coverages must be provided on that machinery and/or equipment.

3.6.1. Form: "All Risk" including Installation and Transit.

3.6.2. Amount of Insurance: 100% of the "installed replacement cost value".

3.6.3. Valuation: 100% of the "installed replacement cost of value".

3.6.4. Cessation of Insurance: Coverage is not to cease and is to remain in force (subject to cancellation notice) until Final Acceptance.

3.6.5. Maximum Deductible: \$5,000 each claim.

3.6.6. Named Insured: The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees must be included as named insured.

3.6.7. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the Purchasing Department with thirty (30) days notice of cancellation and/or restriction.

3.6.8. Flood Insurance: When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

NOTE: IT IS NOT NECESSARY THAT THE CONTRACTOR PROVIDE BOTH A BUILDER'S RISK AND INSTALLATION FLOATER. IF THE WORK INCLUDES CONSTRUCTION OF AN/OR ADDITIONS TO ABOVE GROUND BUILDINGS OR STRUCTURES, BUILDER'S RISK, BUT NOT INSTALLATION FLOATER, COVERAGE MUST BE PROVIDED. WHEN THE WORK INCLUDES THE INSTALLATION OF MACHINERY AND/OR EQUIPMENT INTO AN EXISTING STRUCTURE, BUT DOES NOT CONTEMPLATE CONSTRUCTION OF OR ADDITION TO THE STRUCTURE ITSELF, ONLY THE INSTALLATION FLOATER MUST BE PROVIDED.

Section 4 COVERAGE

The insurance provided by CONTRACTOR pursuant to the Contract Documents shall apply on a primary basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by the CONTRACTOR.

Section 5 PROVISION

Workers' Compensation Policy, Commercial General Liability, Business Auto Policy and the OCP Policy required by the Contract Documents shall be provided on an occurrence rather than a claims-made basis.

Section 6 OBLIGATIONS

Compliance with the foregoing requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligations under a section or any other portions of the Contract Documents.

Section 7 AGREEMENT

In consideration of the contract, if awarded, the CONTRACTOR shall agree without reservation to the indemnification and insurance clauses of the Contract Documents.

Section 8 REQUIRED LIMITS OF INSURANCE

The minimum amounts of insurance (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

8.1 Workers' Compensation/Employers' Liability

8.1.1 Part One: There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensation act or any other coverages required by the Contract Documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

8.1.2 Part Two: The minimum amount of coverage required by the Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000	(Each Accident)
\$ 500,000	(Disease - Policy Limit)
\$ 500,000	(Disease - Each Employee)

8.2 Commercial General Liability: The limits are to be applicable only to Work performed under the Contract Documents and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2501) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$
Medical Expense (any one person)	\$

8.3 Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
Annual Aggregate (if applicable)	\$Three Times the Each Occurrence Limit

8.4 Owners Protective Liability Coverage: The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the CONTRACTOR shall be the same as the amounts shown above as the minimum occurrence and policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the COUNTY and the COUNTY's officials, officers, agents and employees and only to claims arising out of or in connection with the Work under the Contract Documents. Requirement for OCP Policy shall be waived provided the CONTRACTOR shall require that its insurer name the COUNTY (and if

required, the Engineer) as Additional Insured on the CONTRACTORs Commercial General Liability (inclusive of amounts provided by an Umbrella or Excess policy).

Umbrella Liability – Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

8.5 Property Insurance: If the Contract Documents include construction of or additions to above ground buildings or any structure, the CONTRACTOR shall provide Builder's Risk Insurance with the minimum amount of insurance to be 100% of the completed value of such addition(s), building(s) or structure(s).

8.6 Installation Floater: If the Contract Documents do not include construction of or additions to above ground buildings or structures, but does involve the installation of machinery or equipment, the CONTRACTOR shall provide an Installation Floater with the minimum amount of insurance to be 100% of the completed value of such addition(s), building(S) or structure(s).

**AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____ (a _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____

My commission expires: _____

This memo is in response to the exclusions noted on page 2 of the proposal from WHP

- Taxes are not included because The County is tax exempt.
- All permits for this project will be the responsibility of the County.
- There are not any special insurance requirements other than those stated in the contract.
- The contractor will have to follow the minimum wage act.
- Field painting of exterior stairs and handrails will be done by a County contractor under master agreement.
- Mechanical, electrical and fire protection are not required inside this structure.
- Gas fire simulators are not a part of the scope for this project.
- All material testing will be done by the County under master agreement.
- No other site work other than what we have contracted WHP to do will be required.
- There will not be any saw cutting, excavation other than the foundation required.
- No other engineering other than what was contracted with WHP will be required.

If you have any questions please give me a call.

Walter Jackson
Project Manager